



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, DECEMBER 12, 2023 - 6:30 P.M.**

**PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE**  
*(Electronically / Telephonically)*

**Attendance by the members of the public may view the meeting live in one of the following ways:**

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

**In order to join the meeting via telephone please follow the steps below:**

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (871 2681 2770)** to be connected to the meeting.

**In order to join the meeting via electronic device please utilize the Zoom URL link below:**

- <https://us02web.zoom.us/j/87126812770?pwd=Q09SZjVpUEkwU1U2OG03Zkx5Wkk5UT09>

**ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:**

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to [Pvazquez@StantonCA.gov](mailto:Pvazquez@StantonCA.gov) with the subject line "PUBLIC COMMENT ITEM #" *(insert the item number relevant to your comment)*. Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245 or via e-mail at [Pvazquez@StantonCA.gov](mailto:Pvazquez@StantonCA.gov).

***In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245 or via e-mail at [Pvazquez@StantonCA.gov](mailto:Pvazquez@StantonCA.gov). Notification prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.***

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at [www.StantonCA.gov](http://www.StantonCA.gov).

1. **CLOSED SESSION**        None.
  
2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**
  
3. **PLEDGE OF ALLEGIANCE**
  
4. **ROLL CALL** Council / Agency / Authority Member Taylor  
                  Council / Agency / Authority Member Torres  
                  Council / Agency / Authority Member Warren  
                  Mayor Pro Tem / Vice Chairperson Van  
                  Mayor / Chairman Shawver

5. **SPECIAL PRESENTATIONS AND AWARDS**

Introduction of newly assigned Orange County Sheriff's Department (OCSD) Deputies to the City Council and Community and recognition of outgoing Human Liaison Officer.

6. **CONSENT CALENDAR**

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

**CONSENT CALENDAR**

6A. **MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

**RECOMMENDED ACTION:**

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

**6B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated November 3, 2023 – November 30, 2023, in the amount of \$2,028,618.36.

**6C. APPROVAL OF MINUTES**

City Council/Successor Agency/Housing Authority approve Minutes of Joint Special and Regular Meeting – November 28, 2023.

**6D. OCTOBER 2023 INVESTMENT REPORT**

The Investment Report as of October 31, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2023.

**6E. OCTOBER 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of October 31, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2023.

**6F. OCTOBER 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

The Revenue and Expenditure Report for the month ended October 31, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, this report includes a status of the City's Capital Improvement Projects (CIP) as of October 31, 2023. The figures reported represent preliminary figures through October 31, 2023. The fiscal year end closing process for Fiscal Year 2022/23 is still in progress and the final figures are pending completion of the City's annual financial statement audit.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund October 2023 Revenue and Expenditure Reports and Status of Capital Improvement Projects for the month ended October 31, 2023.

**6G. APPROVE REVISED BUDGET ADJUSTMENTS POLICY (ADMINISTRATIVE POLICY NO. IV-4-2)**

The City's Budget Adjustments Policy (Administrative Policy No. IV-4-2) was last approved on September 25, 2007, and neither incorporates modern best practices nor reflects the City's current practices. The proposed policy has been updated to be consistent with the authorizations approved by the City Council with the adoption of the City's annual operating and capital budget (Resolution No. 2023-19).

**RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the revised Budget Adjustments Policy (Administrative Policy No. IV-4-2) (Attachment A).

**6H. FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RESOLUTION**

On November 29, 2023, the Orange County Community Resources Department released a Request for Applications (RFA) for Fiscal Year 2024-2025 Community Development Block Grant projects related to public facilities and improvements (PF&I). In response to the RFA, staff is proposing the Stanton Community/Senior Center Improvement Project. As part of the application process, the City Council must review and authorize Resolution No. 2023-31 authorizing the City Manager to execute the agreement, contract and other documents.

**RECOMMENDED ACTION:**

1. City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a “project” as defined by CEQA; and
2. Approve Resolution No. 2023-31 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG program on behalf of the City Council, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY’S PARTICIPATION IN THE FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) WITH THE COUNTY OF ORANGE”.**

**6I. AUTHORITY TO ADVERTISE FOR CONSTRUCTION: PREMIER PARK RENOVATION PROJECT AND APPROVAL OF CONTRACT AMENDMENT #1 WITH RJM DESIGN GROUP**

The plans and specifications for the Premier Park Renovation Project are complete. The City Engineer is recommending City Council approve the specifications and plans for bidding, subject to revision by the City Engineer and the City Attorney, to ensure the construction contract is awarded in an efficient and timely manner. To ensure construction of the Project is in conformance with the design, staff is recommending approval of a First Amendment to RJM Design Group, Inc.’s to extend the term of their Agreement.

**RECOMMENDED ACTION:**

1. City Council find that this project is exempt from the California Environmental Quality Act (“CEQA”), Class 1, Section 15301 as an alteration of existing public facility and Class 2, Section 15302(c) as reconstruction of existing facility; and
2. Approve the bid specifications and plans, subject to revisions required by the City Engineer and the City Attorney; and

3. Authorize and advertise for bids the Premier Park Renovation Project (Task Code No. 2022-206); and
4. Approve the First Amendment to the existing agreement with RJM Design Group and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
5. Authorize the City Manager to execute the First Amendment to the existing Agreement with RJM Design Group, Inc.

**6J. PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

On September 26, 2023, staff released a “Request for Proposals” (RFP) soliciting firms to provide professional, on-call geotechnical engineering services in accordance with the City’s Purchasing Policy and Procedures. Staff has pre-qualified four firms and recommends entering into on-call services agreements in the amount of \$150,000, annually, with each of the pre-qualified firms. Costs associated with work by these firms will be negotiated on a case-by-case basis and funded by each project’s approved budget.

**RECOMMENDED ACTION:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by section 15378 of the CEQA guidelines; and
2. Award a contract for professional geotechnical engineering services to GMU Geotechnical, Inc., Leighton Consulting, Inc., Ninyo & Moore Geotechnical and Environmental Sciences Consultants, and Petra Geosciences, Inc. to provide on-call professional geotechnical engineering services in an amount not-to-exceed \$450,000 or \$150,000 annually; and
3. Authorize the City Manager to bind the City of Stanton and GMU Geotechnical, Inc., Leighton Consulting, Inc., Ninyo & Moore Geotechnical and Environmental Sciences Consultants, and Petra Geosciences, Inc. in a contract to provide the services.

**6K. AWARD A PROFESSIONAL SERVICES AGREEMENT TO PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR THE STORM DRAIN MASTER PLAN UPDATE PROJECT (TASK CODE 2024-801)**

A Storm Drain Master Plan assesses the needs of the City’s storm drain system and plans and prioritizes maintenance and rehabilitation of the system with available funding. It also serves as a useful planning tool for the City’s Capital Improvement Program. The previous Storm Drain Master Plan was prepared in 1991 by RBF

Consulting Engineers. Staff released a “Request for Proposal” (RFP) soliciting proposals to provide a Storm Drain Master Plan Update to reflect the current condition of the storm drain system, assess the capacity of the existing system to handle flows generated at the ultimate “build-out” of the City, and develop a comprehensive 10-year Capital Improvement Program. Staff recommends awarding a contract to Pacific Advanced Civil Engineering, Inc. in the amount of \$539,870.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as operation, repair, and maintenance of existing publicly owned utilities; and
2. Award a professional services agreement to Pacific Advanced Civil Engineering, Inc. for a Storm Drain Master Plan Update in the amount of \$539,870; and
3. Authorize the City Manager to bind the City of Stanton and Pacific Advanced Civil Engineering, Inc. in a contract to provide the services; and
4. Authorize the City Manager to approve a contract contingency, not to exceed ten percent of the contract amount, of \$53,987.

**6L. LOW AND MODERATE INCOME HOUSING ASSET FUND ANNUAL REPORT FOR FISCAL YEAR 2022-2023 (HOUSING AUTHORITY)**

The attached Low and Moderate Income Housing Asset Fund Annual Report for Fiscal Year 2022-2023 is being presented for consideration as required by State Law.

**RECOMMENDED ACTION:**

1. Authority Board declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3); and
2. Receive and file the Annual Progress Report.

**END OF CONSENT CALENDAR**

- |                               |              |
|-------------------------------|--------------|
| <b>7. PUBLIC HEARINGS</b>     | <b>None.</b> |
| <b>8. UNFINISHED BUSINESS</b> | <b>None.</b> |

**9. NEW BUSINESS**

**9A. CONSIDERATION OF ADOPTION OF RESOLUTION IN SUPPORT OF THE PALESTINIAN PEOPLE OF GAZA**

At the November 14, 2023, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres requested to discuss the creation of a resolution in support of the Palestinian people of Gaza, which also calls for a ceasefire in Israel and occupied Palestine. At the November 28, 2023, City Council meeting, the City Council directed staff to create a staff report and resolution for City Council consideration modeling the proposed resolution passed by the City of Cudahy, California.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2023-30, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AFFIRMING THE CITY'S SUPPORT AND SOLIDARITY WITH THE PALESTINIAN PEOPLE OF GAZA AND SUPPORT REPRESENTATIVE CORI BUSH'S CONGRESSIONAL RESOLUTION CALLING FOR AN IMMEDIATE DE-ESCALATION AND CEASE-FIRE IN ISRAEL AND OCCUPIED PALESTINE”.**

**9B. CONSIDERATION OF EXTENSION OF EXPIRED COMMERCIAL CANNABIS PERMITS**

At the October 24, 2023, City Council meeting, Mayor Shawver requested that a discussion regarding a review and update of the City’s current cannabis ordinance be agendaized for discussion. At the November 14, 2023, City Council meeting, per the discussion, the City Council directed staff to bring back an agenda report focused on the possible extension of recently expired cannabis permits.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff regarding the extension of expired commercial cannabis business permits.



**9C. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA**

The City of Stanton ("City") has documented that a number of motels in the City are magnets for criminal activity. This is a significant drain on City resources. Each year, the City's law enforcement responds to hundreds of calls for services that include, among other things, prostitution, narcotics violations, stolen vehicles, weapon possession, probation/parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. That amounts to hundreds of thousands of dollars spent on law enforcement, code enforcement, public safety, and other City costs. The high level of criminal activity at motels in the City poses immediate impacts on the health, safety, and welfare of the community. The crime endangers residents, businesses, and visitors, and significantly degrades quality of life. Against this backdrop, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City. The interim urgency ordinance is intended to provide the City with sufficient time to study the continuing impacts of these establishments and to develop new municipal and zoning code regulations.

**RECOMMENDED ACTION:**

1. City Council find that the proposed urgency ordinance is:
  - a) Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and
  - b) Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
2. Adopt Urgency Ordinance No. 1136, entitled:

**"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION,**

**ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”.**

**9D. SELECTION OF THE CITY'S NEW LOGO, BRANDING AND MESSAGING**

The purpose of this report is to review outreach results and seek City Council selection of a logo and motto as part of the next phase of the City's Branding & Messaging Project.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Select a logo and motto to move forward with the next phase of the branding and messaging project.

**10. ORAL COMMUNICATIONS - PUBLIC**

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-Public or on a particular item are requested to fill out a REQUEST TO SPEAK form and submit it to the City Clerk. Request to speak forms must be turned in prior to Oral Communications-Public.
- When the Mayor/Chairman calls you to the microphone, please state your Name, slowly and clearly, for the record. A speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items. Speakers are then to return to their seats and no further comments will be permitted.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council/Agency/Authority and Staff need to be recognized by the Mayor/Chairman before speaking.

**11. WRITTEN COMMUNICATIONS**                      **None.**

**12. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

**12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

**12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING**

At this time Council/Agency/Authority Members may place an item on a future agenda.

**12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled:              **None.**

**12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING STRENGTHENING THE CITY'S TOBACCO RETAIL LICENSE ORDINANCE**

At the November 28, 2023, City Council meeting, Mayor Pro Tem Van requested that this item be agendaized for discussion. Mayor Pro Tem Van is requesting to discuss strengthening the City's tobacco retail license ordinance to address any potential loopholes, ensure that the definition of both "tobacco retailer" and "flavored tobacco" is adequately defined, ensure that the City has an adequate application fee to cover the cost of enforcement and monitoring, and methodize compliance monitoring frequencies.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**12E. RECOGNITION OF OUTGOING MAYOR PRO TEM HONG ALYCE VAN**

Presentation of honors to Mayor Pro Tem Hong Alyce Van by the City Council.

**12F. REORGANIZATION OF CITY COUNCIL**

Annually, the City Council elects a Mayor Pro Tem.

**RECOMMENDED ACTION:**

The City Clerk will accept nominations for Mayor Pro Tem.

**13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL**

**14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

**14A. ORANGE COUNTY FIRE AUTHORITY**

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

**15. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 7<sup>th</sup> day of December, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 6B

*Click here to return to the agenda.*

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

November 3, 2023 - November 30, 2023

Electronic Transaction Nos.	2907-2945*	\$	1,482,888.18
Check Nos.	137213-137317**	\$	545,730.18

TOTAL	\$	<b>2,028,618.36</b>
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**Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.**

**Demands listed on the attached registers are accurate and funds are available for payment thereof.**

/s/ Hannah Shin-Heydorn  
**City Manager**

/s/ Michelle Bannigan  
**Finance Director**

\* - Check number 2910 was not issued.

\* - Check numbers: 137216, 137233, 137254, and 137264 were voided and re-issued on November 21, 2023.

# Accounts Payable

## Checks by Date - Detail by Check Number

User: MBannigan  
Printed: 12/4/2023 8:41 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2907	GOL1321	GOLDEN STATE WATER COMPANY	11/08/2023	
	November 01	8/9/23-10/11/23 Water Services Median October		78.86
	November 01	8/9/23-10/11/23 Water Services Park October 11		6,301.05
	November 01	8/9/23-10/11/23 Water Services Building Octobe		447.10
	November 03	9/11/23-10/12/23 Water Services Park October 1		5,337.60
	November 03	9/11/23-10/12/23 Water Services Median Octobe		1,772.57
Total for Check Number 2907:				13,937.18
2908	OCT2192	O C TREASURER-TAX COLLECTOR	11/08/2023	
	079-333-07	7871 Pacific St. - OCFA		3,450.48
	079-333-16	10652 Rose Ave - OCFA		87.80
	079-333-17	10662 Rose Ave - OCFA		105.28
Total for Check Number 2908:				3,643.56
2909	OCT2192	O C TREASURER-TAX COLLECTOR	11/08/2023	
	079-320-20	Sewer Fee/ 10660 Western Ave		512.54
	079-320-20	OCSD Sewer Fee/ 10660 Western Ave		2,539.88
	079-334-19	Sewer Fee/ 10502 Rose Ave		72.24
	079-354-03	OCSD Sewer Fee/ 7855 Katella Ave		1,366.38
	079-362-12	Sewer Fee/ 10922 Date St		72.24
	079-362-13	Sewer Fee/ 10912 Date St		72.24
	079-363-26	Sewer Fee/ 10961 Date St		72.24
	125-481-18	OCSD Sewer Fee/ 89510 Pacific Ave		1,002.40
	125-481-18	Sewer Fee/ 8951 Pacific Ave		231.20
	126-391-48	Sewer Fee/ 10350 Fern Ave		72.24
	126-481-05	OCSD Sewer Fee/ 8870 Tina Way		1,002.40
	126-481-05	Sewer Fee/ 8870 Tina Way		231.20
	126-481-07	OCSD Sewer Fee/ 8890 Tina Way		1,002.40
	126-481-07	Sewer Fee/ 8890 Tina Way		231.20
	126-481-08	Sewer Fee/ 8900 Tina Way		231.20
	126-481-08	OCSD Sewer Fee/ 8900 Tina Way		1,002.40
	126-481-09	OCSD Sewer Fee/ 8910 Tina Way		1,002.40
	126-481-09	Sewer Fee/ 8910 Tina Way		231.20
	126-481-10	Sewer Fee/ 8920 Tina Way		231.20
	126-481-10	OCSD Sewer Fee/ 8920 Tina Way		1,002.40
	126-481-17	Sewer Fee/ 8961 Pacific Ave		231.20
	126-481-17	OCSD Sewer Fee/ 88961 Pacific Ave		1,002.40
	126-481-19	OCSD Sewer Fee/ 8941 Pacific Ave		1,002.40
	126-481-19	Sewer Fee/ 8941 Pacific Ave		231.20
	126-481-22	OCSD Sewer Fee/ 8911 Pacific Ave		1,002.40
	126-481-22	Sewer Fee/ 8911 Pacific Ave		231.20
	126-481-24	Sewer Fee/ 8891 Pacific Ave		231.20
	126-481-24	OCSD Sewer Fee/ 8891 Pacific Ave		1,002.40
	126-481-26	Sewer Fee/ 8871 Pacific Ave		231.20
	126-481-26	OCSD Sewer Fee/ 8871 Pacific Ave		1,002.40
	126-481-27	OCSD Sewer Fee/ 8861 Pacific Ave		1,002.40
	126-481-27	Sewer Fee/ 8861 Pacific Ave		231.20

<b>Check No</b>	<b>Vendor No Invoice No</b>	<b>Vendor Name Description</b>	<b>Check Date Reference</b>	<b>Check Amount</b>
	126-482-06	OCSD Sewer Fee/ 8880 Pacific Ave		1,002.40
	126-482-06	Sewer Fee/ 8880 Pacific Ave		231.20
	126-482-08	OCSD Sewer Fee/ 8900 Pacific Ave		1,002.40
	126-482-08	Sewer Fee/ 8900 Pacific Ave		231.20
	126-482-11	Sewer Fee/ 8930 Pacific Ave		231.20
	126-482-11	OCSD Sewer Fee/ 8930 Pacific Ave		1,002.40
	126-482-12	OCSD Sewer Fee/ 8940 Pacific Ave		1,002.40
	126-482-12	Sewer Fee/ 8940 Pacific Ave		231.20
	126-482-13	OCSD Sewer Fee/ 8950 Pacific Ave		1,002.40
	126-482-13	Sewer Fee/ 8950 Pacific Ave		231.20
	126-553-22	Sewer Fee/ 8100 Pacific St		545.46
	126-553-22	OCSD Sewer Fee/ 8100 Pacific St		2,702.50
	126-566-13	Sewer Fee/ Katella & Chestnut		72.24
	131-091-40	Sewer Fee/ 7800 Katella Ave		1,713.26
	131-091-49	OCSD Sewer Fee/ 11050 Cedar Street		8,488.58
	131-263-08	Sewer Fee/ 11822 Santa Paula St		372.04
	131-263-08	OCSD Sewer Fee/ 11822 Santa Paula St		1,843.50
	131-263-09	Sewer Fee/ 11832 Santa Paula St		72.24
			<b>Total for Check Number 2909:</b>	<b>41,561.02</b>
2911	BES12575	BEST BEST & KRIEGER LLP	11/07/2023	
	969961	DFN 20-0110 Fees thru 6-30-2023(12200 Beach		135.00
	969961	DFN 20-0104 Fees thru 6-30-2023 (8333 Starr S		180.00
	969961	DFN 18-0104 Fees thru 6-30-2023 (11752 Beacl		374.00
	969961	DFN 19-0103 Fees thru 6-30-2023 (7162 Kermo		588.00
	969962	DFN 20-0103 Fees thru 6-30-2023 (Cloud Hous		315.00
	973088	DFN 22-0108 8131 Fees thru 7-31-2023 (8131 E		45.00
	973088	DFN 19-0103 Fees thru 6-30-2023 (7162 Kermo		102.00
	975381	DFN 20-0110 Fees thru 8-31-2023(12200 Beach		4,676.00
	975381	Fees thru 8-31-2023 (8230 Monroe Ave- Kannab		360.00
	975381	Fees thru 8-31-2023 (8322 Monroe Ave-Dyrect)		1,035.00
	977889	DFN 20-0110 Fees thru 6-30-2023(12200 Beach		1,364.50
			<b>Total for Check Number 2911:</b>	<b>9,174.50</b>
2912	OCA2137	COUNTY OF ORANGE TREASURER- T.	11/08/2023	
		.25% Early Payment Discount		-2,711.43
	SH 66840	Sheriff Contract Services (Crime Prevention Spe		9,519.25
	SH 66840	Sheriff Contract Services November - 2023		370,625.00
	SH 66840	Sheriff Contract Services November - 2023		695,502.82
	SH 66840	Sheriff Contract Services (Office Specialist Fron		8,926.67
			<b>Total for Check Number 2912:</b>	<b>1,081,862.31</b>
2913	GOL1321	GOLDEN STATE WATER COMPANY	11/08/2023	
	November 07	9/13/23-10/17/23 Water Services Park October 1		915.89
			<b>Total for Check Number 2913:</b>	<b>915.89</b>
2914	CAS680	CA ST PERS 103	11/10/2023	
	PPE 11/04/2023	PERS - Employee's Share T1		1,869.89
	PPE 11/04/2023	PERS - City's Share - New T3		5,871.55
	PPE 11/04/2023	PERS - City's Share - Classic T2		5,747.01
	PPE 11/04/2023	PERS - Employee New T3		5,925.01
	PPE 11/04/2023	PERS - Employee Buy Back		49.69
	PPE 11/04/2023	PERS - Survivor (Employee) T1		7.44
	PPE 11/04/2023	PERS - Survivor Classic T2		8.37
	PPE 11/04/2023	PERS - Survivor New T3		26.04
	PPE 11/04/2023	PERS - Employee Classic T2		3,983.06
	PPE 11/04/2023	PERS - City's Share T1		3,331.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 2914:	26,819.12
2915	INT1569	INTERNAL REVENUE SERVICE	11/10/2023	
	11/9/2023	(MC) Medicare - Employee Share		2,694.26
	11/9/2023	(FD) Federal Tax Withholding		19,318.05
	11/9/2023	(ME) Medicare - City Share		2,610.38
			Total for Check Number 2915:	24,622.69
2916	BEN15755	BENEFIT COORDINATORS CORPORAT	11/10/2023	
	13577	November 2023 Prism Disability Ins - City		2,667.35
	13577	November 2023 Prism Life Ins - City		475.20
	13577	November 2023 Prism Life Ins - Employee		689.20
			Total for Check Number 2916:	3,831.75
2917	ATH16520	ATHENS ADMINISTRATORS	11/10/2023	
	REQUEST 08	Account Escrow Replenishment		1,540.55
			Total for Check Number 2917:	1,540.55
2918	OCA2137	COUNTY OF ORANGE TREASURER- T.	11/10/2023	
	SH 66875	AFIS (Fingerprinting) November 2023		1,425.00
			Total for Check Number 2918:	1,425.00
2919	EDD1067	EDD	11/10/2023	
	11/9/2023	State Tax Withholding		7,247.38
	11/9/2023	State Unemployment		55.20
			Total for Check Number 2919:	7,302.58
2920	MIS16496	MISSIONSQUARE	11/10/2023	
	PPE 11/04/2023	PPE 11/04/2023 - #302393		2,165.00
			Total for Check Number 2920:	2,165.00
2921	REC16138	RECTRAC REFUNDS	11/10/2023	
	57254306	57254306/SCP Multi Purpose Room/11/5/23/Err		200.00
	60749937	60749937/SCP Picnic Shelter/11/4/23/Christina		100.00
	60866148	60866148/SCP Picnic Shelter/11/5/23/Isaac Men		100.00
	60875117	60875117/SCP Picnic Shelter/11/5/23/Jessica Or		100.00
	61111840	61111840/SCP Picnic Shelter/12/3/23/Taryn Sch		150.00
	61111840	61111840/SCP Picnic Shelter/12/3/23/Taryn Sch		90.00
	61119679	61119679/SCP Multi Purpose Room/11/5/23/Kla		150.00
	61352861	61352861/SCP Picnic Shelter/11/5/23/Danielle A		150.00
	61799936	61799936/SCP Picnic Shelter/11/4/23/Juan Reyes		100.00
			Total for Check Number 2921:	1,140.00
2922	JEN14424	ANA JENSEN	11/13/2023	
	PPE 11/4/23	Wage Garnishment PPE 11/4/23		400.00
			Total for Check Number 2922:	400.00
2923	PUB15477	PUBLIC AGENCY RISK SHARING AUT	11/13/2023	
	PPE 11/4/2023	PARS - PPE 11/04/2023		1,502.98
			Total for Check Number 2923:	1,502.98
2924	REC16138	RECTRAC REFUNDS	11/13/2023	



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	56029244	56029244/SCP Multi Purpose Room/12/3/23/Tuj		85.00
	56029244	56029244/SCP Multi Purpose Room/12/3/23/Tuj		200.00
	56029244	56029244/SCP Multi Purpose Room/12/3/23/Tuj		-35.00
	56029244	56029244/SCP Multi Purpose Room/12/3/23/Tuj		200.00
Total for Check Number 2924:				450.00
2925	SOC2734	SO CAL EDISON	11/15/2023	
	11/02/23	Electric Service - Signals - Oct		70.87
	11/02/23	Electric Service - SCP - Oct		4,428.47
Total for Check Number 2925:				4,499.34
2926	REC16138	RECTRAC REFUNDS	11/15/2023	
	60530026	Deposit refund for 11/11/23 // The Roman Catho		500.00
	61307718	Deposit refund for shelters 1-3. 11/11/23 // Ferni		450.00
	61395128	Deposit refund for 11/12/23 // Carl Tameifuna		300.00
	61735833	Deposit refund for 11/11/23 // Dawit Berhe		200.00
	61770093	Deposit refund for 11/12/23 // Adilene Cruz		150.00
	62529070	Deposit refund for 11/12/23 // Jorge Ramirez		100.00
Total for Check Number 2926:				1,700.00
2927	SOC2734	SO CAL EDISON	11/17/2023	
	11/06/23	Electric Service - Parks - Oct		469.45
	11/06/23	Electric Service - Building - Oct		2,739.85
	11/06/23	Electric Service - Parks - Oct		640.13
	11/06/23	Electric Service - Signals - Oct		63.45
	11/06/23	Electric Service - Signals - Oct		977.41
	11/06/23	Stanton District Light - Oct		11,320.90
Total for Check Number 2927:				16,211.19
2928	ABS16273	ABSOLUTE SECURITY INTERNATION.	11/17/2023	
	2020108586	Security for Hall Rentals 10/1,10/7,10/8,10/15,10		2,235.66
Total for Check Number 2928:				2,235.66
2929	CAL15478	CALIFORNIA JOINT POWERS INSURANCE	11/17/2023	
	11/13/2023	Excess Liability Account Funding		4,472.20
Total for Check Number 2929:				4,472.20
2930	REC16138	RECTRAC REFUNDS	11/17/2023	
	58873011	Cancelled reservation fee 11/18/23 Elmer Alvara		-35.00
	58873011	Cancelled reservation.11/18/23 Elmer Alvarado		320.00
	58873011	Deposit Refund due to cxl reservation. 11/18/23		300.00
	58873011	Cancelled reservation.11/18/23 Elmer Alvarado		85.00
Total for Check Number 2930:				670.00
2931	USB3019	US BANK	11/17/2023	
	76 Gas Station	OCSO Motor Officer/Motorcycle Gas		38.29
	76 Gas Station	OCSO Motor Officer/Motorcycle Gas		27.64
	AC Pro Westmins	Parts to repair Sheriff Station HVAC		38.88
	AC Pro Westmins	Filters for Sheriff Station HVAC		111.16
	AC Pro Westmins	Belt for Sheriff Station HVAC		9.79
	ACE Hardware	Asphalt patch		767.87
	Ace Hardware	Asphalt for pothole repair		704.58
	AED.co	Replacement AED for FRC		897.19
	AEP	Assoc. of Environmental Professionals (AEP) CI		390.00
	Amazon	Lights for City Yard		841.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon	Door Stops		15.64
	Amazon	Bug Zapper		12.79
	Amazon	Lights for City Yard		260.96
	Amazon	Earpiece headsets for walkie talkies		42.99
	Amazon	Halloween decor supplies - assorted		105.38
	Amazon	Envelope and zip ties		13.22
	Amazon	Metal rings, dessert cups, and bingo cards for KN		79.32
	Amazon	Lights for City Yard		386.61
	Amazon	Banner for Kids Night Out October		52.88
	Amazon	Paper plates, scissors, and plastic utensils		50.33
	Amazon.com	Computer Equipment/Surface Pro/Replace ARM		492.29
	Amazon.com	Office Supplies/Ergonomic Mouse		97.82
	Amazon.com	Security Equipment/Yard Gate Controller		67.28
	Amazon.com	Security Hardware/Storage/Hard Drives/FRC		974.32
	Amazon.com	OCSD Halloween Festival Supplies		233.91
	Amazon.com	Computer Hardware/Network Switches/FRC		884.08
	Amazon.com	Office Supplies/Ergonomic Keyboard		88.63
	Amazon.com	Computer Hardware/Switches & Supplies		643.58
	Amazon.com	Office Supplies/IT		66.85
	Amazon.com	Computer Hardware/Cables/Power Supplies		29.34
	Amazon.com	Security Equipment/Storage/Hard Drives/FRC		660.98
	Amazon.com	Computer Equipment/Surface Pro/Replace ARM		492.29
	Amazon.com	Computer Hardware/Network Cables/FRC		191.44
	Amazon.com	Computer Hardware/Cables/Power Supplies		75.94
	Amazon.com	Computer Hardware/Network Security/FRC		1,073.37
	Amazon.com	Office Supplies/IT		198.98
	APWA	Greenbook Seminar for Han Yoo		100.00
	Big Lots	Halloween costume prize bags		19.20
	Boardwalk Bagel	OCSD Investigation/Refreshments		46.33
	Canva	Monthly subscription		12.99
	Canva	FRC Open House Postcard Printing		105.00
	CEAOC	CEAOC meeting for November for Cesar		50.00
	Chevron	OCSD Motor Officer/Motorcycle Gas		39.04
	Chevron	OCSD Motor Officer/Motorcycle Gas		27.41
	Chevron	OCSD Motor Officer/Motorcycle Gas		32.15
	Chevron	OCSD Motor Officer/Motorcycle Gas		38.73
	Command Link	Internet Coverage for City/OCT-2023		3,230.83
	Constant Contac	Monthly Subscription		41.00
	Corner Bakery	Special Mtg Expense/Comm Training/Council Ir		149.90
	Costco	Materials & Supplies for Clients/Snacks/Water		103.80
	Costco (Cypress	Records Management Day Provisions		19.62
	Costco (Cypress	Records Management Day Provisions		139.37
	CSMFO	Annual Conference-Massey		515.00
	CSMFO	CSMFO Chapter Meeting/10/12/23/M.Sanchez		45.00
	CSMFO	Training: CSMFO HR Webinar		25.00
	CSMFO	Annual Conference-Bannigan		655.00
	CSMFO	Orange County Chapter meeting-Bannigan/Mass		90.00
	CSMFO	Annual Conference-Massey		35.00
	CSMFO	Pension - Costs Sharing Plans Training-Holguin		50.00
	CSU Dominguez H	Career Fair (reimbursed by CSMFO)		425.00
	Digital Check	2 ink cartridges for check scanner		65.76
	Digital Space	OCT-2023/Domain Hosting Service		22.00
	Disneyland Hote	CSMFO Planning Session (meals/parking)		141.91
	Dollar Tree	Halloween Bags for Kids Night Out - October		5.39
	Dollar Tree	Candy and pudding for KNO craft October		13.85
	Dominos	Pizza for Kids Night Out October		60.82
	Exxon Mobil	OCSD Motor Officer/Motorcycle Gas		41.02
	Exxon Mobil	OCSD Motor Officer/Motorcycle Gas		31.92
	Ferguson	Parts to repair Sheriff Station HVAC		43.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Five Below	Candy for Kids Night Out October		61.31
	Five Below	Halloween costume contest prizes		214.01
	Food4Less	EA- gift card for Byndloss		50.00
	Food4Less	EA- gift card for Byndloss		100.00
	GoDaddy.com	Domain Reg Renewal/stantonbusinessalliance.cc		10.43
	Google LLC Apps	Work Order Program Usage Fee 10/5/23-11/5/23		450.00
	Government Tax	2023 Government Tax Webinar/12/5-6/23/M.Sar		495.00
	Home Depot	Supples/Public Safety		37.08
	Home Depot	Parts for FRC repairs		590.74
	Home Depot	Parts for City Yard lights		83.85
	Home Depot	Parts to repair playground equipment		104.05
	Home Depot	Supplies for repairs to parking structure		88.15
	Home Depot	Parts for FRC repairs		13.55
	Home Depot	Miscellaneous IT supplies		176.72
	Home Depot	Parts to repair water main at FRC		30.47
	Home Depot	Quick setting cement-Katella/Boatman		38.89
	Home Depot	Air Compressor		379.54
	Home Depot	Parts to repair water main at FRC		26.79
	Home Depot	Board up window at City Hall		135.92
	Home Depot	Backup Batteries for FRC		84.76
	Home Depot	Supplies for Board up for Code Enforcement		150.09
	Home Depot	Trash cans and lock		241.02
	Home Depot	Parts for FRC repairs		473.78
	Home Depot	Plumbing Supplies		10.20
	Home Depot	Quick setting cement-Katella/Boatman		32.97
	Home Depot	Supples/Public Safety		42.35
	Home Depot	Tools for Yard		225.53
	Hyatt Regency	LOCC Annual Conf Sep-2023/Hotel/Torress		499.64
	Lincoln Graphic	Shirts for public works crew-remaining total		1,266.75
	Lyft, Inc.	Relocation Assistance/Transportation		24.07
	Motel 6	Emergency Hotel Assistance (1 Night)		92.48
	Motel 6	Relocation Assistance/Client Bridging		575.97
	Motel 6	Relocation Assistance/Client Bridging		949.23
	Motel 6	Emergency Hotel Assistance (1 Night)		92.48
	Motel 6	Relocation Assistance/Client Bridging		618.73
	Motel 6	Emergency Hotel Assistance (3 Night)		328.74
	OC Imprints	One Staff Polo		29.14
	Panera Bread	Senior Excursion Lunch		152.28
	Park Mobile	Senior Excursion Parking Fee		16.00
	Party City	Employee Event Supplies		72.37
	Peerspace	Room for Retreat		184.00
	Pestamp.com	Engineer stamp for Cesar		29.00
	PetSmart	Halloween costume contest prizes- dogs		32.59
	Pizza D' Amore	Pizza for Kids Night Out September		60.25
	Quick Quack Car	Car Wash		9.99
	Ross	Halloween costume contest prizes- dogs		13.03
	Sam's Club	Halloween Candy for Halloween Festival		605.30
	Sheraton Grand	LOCC Annual Conf Sep-2023/Hotel/Van		500.10
	Smart & Final	Senior excursion drinks		19.97
	Smart & Final	Records Management Day Provisions		143.57
	Smart and Final	6 Bags of popcorn (14.99 each) for Halloween E		89.94
	Southwest	CMRTA Conference/Airfare		277.95
	Spotify	Spotify Monthly Subscription - October		10.99
	Staples	Computer Hardware/Network Switches		49.55
	Staples	Office Supplies (folders, headphones for zoom c		40.86
	Target	Halloween Candy for Halloween Festival		41.10
	Target	KNO boardgames		57.27
	Target	Halloween teen prizes-mugs		16.41
	Target	Chips for Kids Night Out September		14.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Target		15.06
		Target		9.59
		Target		64.95
		TJ Maxx		32.59
		Travel Inn Mote		600.00
		Travel Inn Mote		480.00
		United States P		14.90
		University of R		292.50
		Waba Grill		106.40
		Walmart		27.37
		Walmart		68.98
		Walmart		19.88
		Xtreme Auto Det		230.00
Total for Check Number 2931:				30,764.05
2932	HOP16467 2023-0023	HOPE CENTER OF ORANGE COUNTY North Orange County Regional Outreach & Eng	11/21/2023	39,082.39
Total for Check Number 2932:				39,082.39
2933	INT15739 92263	INTERWEST CONSULTING GROUP, IN Tina-Pacific Relocation Services (Oct. 2023)	11/24/2023	2,472.50
Total for Check Number 2933:				2,472.50
2934	EDD1067 11/21/2023 11/21/2023 11/22/2023	EDD State Unemployment State Tax Withholding State Unemployment	11/24/2023	54.22 8,096.74 3.68
Total for Check Number 2934:				8,154.64
2935	INT1569 11/21/2023 11/21/2023 11/21/2023 11/22/2023 11/22/2023	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (FD) Federal Tax Withholding (MC) Medicare - Employee Share (ME) Medicare - Employee Share (ME) Medicare - City Share	11/24/2023	2,719.70 21,156.54 2,803.58 2.96 2.96
Total for Check Number 2935:				26,685.74
2936	MIS16496 PPE 11/18/2021	MISSIONSQUARE PPE 11/18/2021- #302393	11/24/2023	2,335.00
Total for Check Number 2936:				2,335.00
2937	GOL1321 November 27 November 27 November 27 November 27 November 27 November 27 November 27 November 27 November 27	GOLDEN STATE WATER COMPANY 10/3/-11/1/23 Water Services Building Novembe 10/4/23-11/2/23 Water Services Median Noveme 9/29/23-10/31/23 Water Services Median Novemr 9/29/23-10/31/23 Water Services Median Novemr 10/3/-11/1/23 Water Services Median November Oct 2 - Oct 31 Water Services Housing Authority 10/4/23-11/2/23 Water Services Median Noveme 11/3/-11/1/23 Water Services Park Novemebr 02	11/28/2023	472.01 190.24 222.65 206.56 232.52 3,948.71 1,309.56 436.70
Total for Check Number 2937:				7,018.95
2938	HOP16467 2023-0024	HOPE CENTER OF ORANGE COUNTY North Orange County Regional Outreach & Eng	11/28/2023	40,259.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 2938:	40,259.46
2939	CAS680	CA ST PERS 103	11/28/2023	
	PPE 11/18/2023	PERS Employee New T3		5,992.16
	PPE 11/18/2023	PERS - Survivor Classic T2		8.37
	PPE 11/18/2023	PERS - Survivor (Employee) T1		7.44
	PPE 11/18/2023	PERS - Employee Classic T2		3,983.06
	PPE 11/18/2023	PERS - Employee's Share T1		1,861.95
	PPE 11/18/2023	PERS - City's Share T1		3,316.93
	PPE 11/18/2023	PERS-Survivor New T3		26.04
	PPE 11/18/2023	PERS-Citys Share-New T3		5,938.07
	PPE 11/18/2023	PERS-Employee Buy Back		49.69
	PPE 11/18/2023	PERS - City's Share-Classic T2		5,747.01
			Total for Check Number 2939:	26,930.72
2940	CAS683	CA ST PERS-HEALTH BENEFIT	11/28/2023	
	Dec-23	Dec 23 Adm Services - Retiree		122.92
	Dec-23	Dec 23 Health Ins-City Share		33,540.50
	Dec-23	Dec 23 Retiree Insurance		3,225.00
	Dec-23	Dec 23 Health Ins-Employee		4,870.72
	Dec-23	Dec 23 Adm Services Health Ins		23.20
			Total for Check Number 2940:	41,782.34
2941	REC16138	RECTRAC REFUNDS	11/29/2023	
	60700890	Deposit Refund for #60700890 for Marlon Enad		100.00
	61068349	Deposit Refund for #61068349 for Mary Hor 11/		150.00
	61314279	Deposit Refund for #61314279 for Mary Liwag		300.00
	62370234	Deposit Refund for #62370234 for Jami Reed 11		150.00
	62428653	Deposit Refund for #62428653 for Melissa Cant		150.00
			Total for Check Number 2941:	850.00
2942	AFL187	AFLAC-FLEX ONE	11/29/2023	
	895778	November 23 Employee (Aflac)		266.10
	895778A	November 23 Employee (Life Ins & Disability I		149.41
			Total for Check Number 2942:	415.51
2943	GOL1321	GOLDEN STATE WATER COMPANY	11/29/2023	
	11/7/2023	Water Services Median 10/4/23 - 11/6/23		408.52
	11/7/23	Water Services Park 10/4/23 - 11/6/23		75.71
			Total for Check Number 2943:	484.23
2944	BEN15755	BENEFIT COORDINATORS CORPORAT	11/29/2023	
	B0BWYR	December 2023 Delta Dental - City Share		1,829.42
	B0BWYR-1	December 2023 Delta Dental - Employee Share		255.68
			Total for Check Number 2944:	2,085.10
2945	PUB15477	PUBLIC AGENCY RISK SHARING AUT	11/29/2023	
	PPE 11/18/2023	PARS - PPE 11/18/2023		1,485.03
			Total for Check Number 2945:	1,485.03
137213	CRR888	CR & R INCORPORATED	11/07/2023	
	000326490	Other Projects/Caltrans Dump Day Event		5,552.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 137213:				5,552.34
137214	ALL228 88888	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 10/15/23-10/2	11/16/2023	2,527.20
Total for Check Number 137214:				2,527.20
137215	All11857 July-Sept. 2023	ALLIANT INSURANCE SERVICES INC	11/16/2023	2,040.00
Total for Check Number 137215:				2,040.00
137217	ANA16042 1025499 1025555	ANAHEIM GLASS INC Glass replacement at City Hall Glass replacement At City Hall	11/16/2023	2,795.32 1,985.88
Total for Check Number 137217:				4,781.20
137218	ATT377 11/8/2023 11/8/2023	AT&T Cerritos/ Knott - Oct Cerritos/ Magnolia - Oct	11/16/2023	26.29 49.54
Total for Check Number 137218:				75.83
137219	BOY500 11/19/2023	BOYS & GIRLS CLUB OF STANTON	11/16/2023	800.00
Total for Check Number 137219:				800.00
137220	BOY13501 2087A 2087B 2087C	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services - Invoice for Boys & Girls Contractual Services - Invoice for Boys & Girls Contractual Services - Invoice for Boys & Girls	11/16/2023	3,679.64 2,099.25 4,588.18
Total for Check Number 137220:				10,367.07
137221	C3O13388 INV168391 INV168391	C3 TECHNOLOGY SERVICES Sharp Copiers/ All Facilities/ Maintenance 10/9/ Sharp Copiers/ All Facilities/ Rental/ Supplies 11	11/16/2023	2,034.73 1,679.00
Total for Check Number 137221:				3,713.73
137222	CAL16221 15869 16054 16199 16399	CALIFORNIA WATERS Splash pad repair at SCP-July Splash pad repair at SCP-August Splash pad repair at SCP-Sept Splash pad repair at SCP-Oct	11/16/2023	622.50 622.50 622.50 622.50
Total for Check Number 137222:				2,490.00
137223	CAR630 2023-1442	CARE AMBULANCE SERVICE INC Ambulance Service/Donna F. Putnam/Svc Date:	11/16/2023	100.00
Total for Check Number 137223:				100.00
137224	CAR630 2023-274774	CARE AMBULANCE SERVICE INC Ambulance Service/Patricia Bennett/Svc Date: 0	11/16/2023	100.00
Total for Check Number 137224:				100.00
137225	CAR630 2023-225190	CARE AMBULANCE SERVICE INC Ambulance Service/Jess Vieyra/Svc Date: 08/04,	11/16/2023	200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 137225:	200.00
137226	CAR630 2023-285372	CARE AMBULANCE SERVICE INC Ambulance Service/Melanie N. Veres/Svc Date:	11/16/2023	123.74
			Total for Check Number 137226:	123.74
137227	FIR1181 82190746	CORELOGIC SOLUTIONS, LLC OCT-2023/Geographic Package - Realquest	11/16/2023	315.00
			Total for Check Number 137227:	315.00
137228	Csm12151 10/26/23	CSMFO Cancelled Event - Student Engagement Committ	11/16/2023	550.00
			Total for Check Number 137228:	550.00
137229	PHA16782 2023-503	TU HYNH & DIEM PHAN C&D Depsit Refund for Permit #2023-503// Tu 1	11/16/2023	420.00
			Total for Check Number 137229:	420.00
137230	ECO15351 28804	ECONO TIRE, INC Oil change - Lic #1570738	11/16/2023	80.00
			Total for Check Number 137230:	80.00
137231	FER16731 Permit 2023-431	FLORENTINO FERRER C&D Refund/Permits 2023-431 and 2023-432	11/16/2023	1,800.00
			Total for Check Number 137231:	1,800.00
137232	FRO13927 11/8/23	FRONTIER City Hall frame relay port - Nov	11/16/2023	56.97
			Total for Check Number 137232:	56.97
137234	GRE1360 121892 121892 121892-50678 121904 121904	GREAT SCOTT TREE SERVICE, INC Tree trimming FY 23/24 (10%) Sept Tree Trimming FY 23/24 (90%)-Sept Trim trees at Dotson Park Tree Trimming FY 23/24 (90%) - Oct Tree Trimming FY 23/24 (10%) - Oct	11/16/2023	1,572.84 14,155.56 2,652.00 15,274.44 1,697.16
			Total for Check Number 137234:	35,352.00
137235	HAR1416 23-1063	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops. for Oct.	11/16/2023	1,896.50
			Total for Check Number 137235:	1,896.50
137236	HDL13965 SIN032486	HDL SOFTWARE, LLC Payment Services/ August 2023	11/16/2023	136.43
			Total for Check Number 137236:	136.43
137237	HIL1466 85079 85100	HILL'S BROS LOCK & SAFE INC Service call-install an electrified exit device on l Service call-repair door at FRC	11/16/2023	1,884.29 213.47
			Total for Check Number 137237:	2,097.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137238	HUN16725 23090086	HUNSAKER & ASSOCIATES IRVINE IN To design sidewalk improvements for 8081 Cath	11/16/2023	5,267.00
Total for Check Number 137238:				5,267.00
137239	INF16720 1900 1901	INFINITY TECHNOLOGIES Managed IT and Helpdesk Support Services/ OC Datto Office 365 Cloud Backup Svc/ OCT 2023	11/16/2023	9,780.00 285.75
Total for Check Number 137239:				10,065.75
137240	KDM16406 7705	KDM MERIDIAN Plan check 23-CSP-03 // Beach Blvd. Stanford A	11/16/2023	2,743.75
Total for Check Number 137240:				2,743.75
137241	LIF16289 56006999 61074678 61074678	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund for SCP 10/29/23// Life Christia Deposit Refund for SCP 10/31/23// Life Christia Deposit Refund for SCP 10/24/23// Life Christia	11/16/2023	400.00 300.00 300.00
Total for Check Number 137241:				1,000.00
137242	LUO16781 2023-528	THUAN LUONG C&D Deposit Refund for Permit #2023-528// Th	11/16/2023	426.00
Total for Check Number 137242:				426.00
137243	MAS16783 10/24/23	AMY MASSEY CalJPIA 2023 Management Academy/10/24-10/2	11/16/2023	209.59
Total for Check Number 137243:				209.59
137244	MAS16381 1123	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - Nov	11/16/2023	6,265.90
Total for Check Number 137244:				6,265.90
137245	MER12502 766886	MERCHANTS BUILDING MAINTENAN Deep Cleaning of FRC - October	11/16/2023	506.00
Total for Check Number 137245:				506.00
137246	MIN15024 39178 39178	MINUTEMAN PRESS (250) Business cards/M. Armenta (500) Business Cards/D. Urbina	11/16/2023	53.53 61.18
Total for Check Number 137246:				114.71
137247	NAT13166 019671	NATIONAL PLANT SVCS. INC Storm Cleaning Services- Catch Basin cleaning	11/16/2023	22,620.00
Total for Check Number 137247:				22,620.00
137248	NAT2050 333606	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Nov 2023	11/16/2023	12,052.31
Total for Check Number 137248:				12,052.31
137249	NGU14329 Permit 2021-788	TERESA NGUYEN C&D Deposit Refund/Teresa Nguyen/Permit 202	11/16/2023	4,500.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 137249:	4,500.00
137250	NV515131 357497 357633	NV5, INC Consulting services for the preparation of an upd Tract 18107 Sewer Study Review 11752 Beach I	11/16/2023	8,400.00 2,278.75
			Total for Check Number 137250:	10,678.75
137251	PLA2362 0030	PLANNING DIRECTORS ASSOC. OF OF PDAOC Membership	11/16/2023	125.00
			Total for Check Number 137251:	125.00
137252	PSI11874 42054	PSI Tagnators graffiti remover	11/16/2023	402.38
			Total for Check Number 137252:	402.38
137253	PYR12632 10011787	PYRO-COMM SYSTEMS INC. Quarterly Monitoring Fees - Fire Alarm @ Sheri	11/16/2023	135.00
			Total for Check Number 137253:	135.00
137255	RJM2515 35991	RJM DESIGN GROUP INC Design for Premier Park Renovation-Sept	11/16/2023	1,469.10
			Total for Check Number 137255:	1,469.10
137256	SCS13184 242630	S.C. SIGNS & SUPPLIES LLC SNS Mast Arm for Pacific Street Sign	11/16/2023	755.81
			Total for Check Number 137256:	755.81
137257	SAY16546 53562601 53562601	Sayan Ghosh Cxl reservation. cancellation fee. #53562601// S; Cxl reservation. Issue deposit refund #53562601.	11/16/2023	-35.00 500.00
			Total for Check Number 137257:	465.00
137258	SOC12606 657372 657373 659522	SO CAL INDUSTRIES Fence rental for 8970 Pacific - Nov Fence Rental for 8870 Pacific - Nov Fence Rental for 8910-8920 Pacific - Nov	11/16/2023	231.21 208.58 311.94
			Total for Check Number 137258:	751.73
137259	GAS1282 10/30/2023 10/30/2023	SOCALGAS Gas Services Corp Yard Oct Gas Service-City Hall Oct	11/16/2023	30.21 358.75
			Total for Check Number 137259:	388.96
137260	BCN14064 132297434	SOLEX - FUSION LAN LINES Burgular Alarms/ Fire/ AUG 2023	11/16/2023	1,370.75
			Total for Check Number 137260:	1,370.75
137261	BCN14064 132304243	SOLEX - FUSION LAN LINES Burgular Alarms/ Fire/ SEP 2023	11/16/2023	1,371.01
			Total for Check Number 137261:	1,371.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137262	WAT13601 30816	SOUTHLAND AUTOMOTIVE WORKS Patch tire on 2023 DV trailer	11/16/2023	30.00
Total for Check Number 137262:				30.00
137263	SPA15432 4096775 110323	SPARKLETTS Breakroom Water Delivery Svc 10/12/23 & 10/2	11/16/2023	241.69
Total for Check Number 137263:				241.69
137265	TOW14437 20705	TOWNSEND PUBLIC AFFAIRS, INC NOV 2023/ Legislative Advocacy & Grant Writi	11/16/2023	4,000.00
Total for Check Number 137265:				4,000.00
137266	TUR2970 41472 41472	TURBO DATA SYSTEMS INC OCT-23/Parking Citation Processing OCT-23/Admin Citation Processing	11/16/2023	2,244.69 205.10
Total for Check Number 137266:				2,449.79
137267	TPX16519 175406732-0 175406732-0	U.S. TELEPACIFIC CORP Firewall Management Services/ NOV 2023 Unified-Communications-as-a-Service/ NOV 20	11/16/2023	1,340.72 2,160.94
Total for Check Number 137267:				3,501.66
137268	VAN13002 9793	VAN RY MAINTENANCE Floor service Civic Center - October 2023	11/16/2023	450.00
Total for Check Number 137268:				450.00
137269	VER3059 9946995972 9946995973	VERIZON WIRELESS Mobile/Data Plans/Hotspots 9/17/23-10/16/23 Mobile/Data Plans/Hotspots 9/17/23-10/16/23	11/16/2023	1,119.07 894.85
Total for Check Number 137269:				2,013.92
137270	VIL14804 9/27/23	ARACELY VILLARRUEL Payment for baile folklorico classes - Fall 2023 (	11/16/2023	714.00
Total for Check Number 137270:				714.00
137271	VIS3077 2023-222784-00 2023-225255-00 2023-233551-00	VISTA PAINT CORP Graffiti Supplies Paint for emergency doors at Community Servic Supplies for graffiti removal	11/16/2023	56.35 172.46 177.75
Total for Check Number 137271:				406.56
137272	YAM16672 23081	YAMADA ENTERPRISES Furniture for FRC	11/16/2023	93,293.15
Total for Check Number 137272:				93,293.15
137273	YUN16677 90000605	YUNEX LLC Traffic Signal Maintenance for August	11/16/2023	1,297.50
Total for Check Number 137273:				1,297.50
137274	AME15118 539469 543847	AMERICAN RENTALS, INC Rental of Skiploader Stump grinder rental for Hollenbeck park	11/21/2023	3,071.15 133.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 137274:	3,204.53
137275	GOL16311 267830 269027 269117	GOLDENWEST LAWNMOWERS Cleaning supplies Supplies for trimming trees in public right of wa Supplies for trimming trees in public right of wa	11/21/2023	47.27 295.01 591.85
			Total for Check Number 137275:	934.13
137276	QUI16382 WO83016446	QUINN COMPANY Repairs to skiploader	11/21/2023	722.46
			Total for Check Number 137276:	722.46
137277	STA2817 1651885150 1651885150 1651885150 1651885150 1651885150	STAPLES BUSINESS CREDIT Records Management Day Supplies Office Supplies/ PW Admin Office Supplies/ Public Safety Supplies/ Building Maintenance Office Supplies/ Parks & Rec	11/21/2023	126.19 133.41 74.57 2,050.34 124.12
			Total for Check Number 137277:	2,508.63
137278	AME15118 543362 544380	AMERICAN RENTALS, INC Rental of skiploader Tire repair of skiploader	11/30/2023	3,382.50 328.60
			Total for Check Number 137278:	3,711.10
137279	BEA14942 19896	BEAR ELECTRICAL SOLUTIONS, INC Callout on Eileen Street	11/30/2023	880.00
			Total for Check Number 137279:	880.00
137280	ROM16785 62217466	THE ROMAN CATHOLIC BISHOP OF O Refund 2 hrs of rental fee// The Roman Catholic	11/30/2023	300.00
			Total for Check Number 137280:	300.00
137281	CAS662 694187	CA ST DEPT OF JUSTICE OCT 2023/ Fingerprints	11/30/2023	147.00
			Total for Check Number 137281:	147.00
137282	CAL16221 20091	CALIFORNIA WATERS Splash pad repair at SCP - service calls	11/30/2023	1,350.00
			Total for Check Number 137282:	1,350.00
137283	CLI14334 0562305603 Retention #3	CLIMATEC, LLC Stanton City Hall Fire Alarm Upgrade Project Retention 5%	11/30/2023	69,956.60 -3,497.83
			Total for Check Number 137283:	66,458.77
137284	CSG16451 52746 52746A 53019 53019A 53481	CSG CONSULTANTS, INC. Engineering Plan Review Services (Premier Park Engineering Plan Review Services 7/1/2023 - 7/ Engineering Plan Review Services 7/29/2023 - 8 Engineering Plan Review Services (Premier Park Engineering Plan Review Services 8/26/2023 - 9	11/30/2023	1,377.00 1,831.00 648.00 81.00 2,065.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	53481A	Engineering Plan Review Services (Premier Park		648.00
	53820	(Cameron H.) Bldg Inspections 9/30/2023-10/27		14,850.00
	54104	Engineering Plan Review Service 9/30/2023 - 10		5,340.00
	B231982	Building Plan Review Services 10/1/2023-10/31.		5,119.25
Total for Check Number 137284:				31,959.75
137285	CYP925 73027	CYPRESS ENGRAVING Name Badges/ OCSD	11/30/2023	38.06
Total for Check Number 137285:				38.06
137286	DIS16517 23-246	DISABILITY ACCESS CONSULTANTS, ADA Self-Evaluation and Transition Plan	11/30/2023	8,115.00
Total for Check Number 137286:				8,115.00
137287	FER14172 50	FERNWOOD MOBILE HOME PARK Leasing Agreement for property along Stanton C	11/30/2023	2,575.00
Total for Check Number 137287:				2,575.00
137288	G2C16278 231110-1 Retention #1	G2 CONSTRUCTION, INC Install Catch Basin Automated Retractable Scree Retention of 5%	11/30/2023	19,853.50 -992.67
Total for Check Number 137288:				18,860.83
137289	GRA1350 9888028207 9889586807 9907462734 9907462742	GRAINGER, INC. 2 Hex/ Torx bit set Toilet sensor for FRC Lights for FRC Safety glasses	11/30/2023	64.97 280.62 233.53 17.94
Total for Check Number 137289:				597.06
137290	GRU16389 4600 4600A	GRUBER AND LOPEZ, INC Audited Financial Statements - City - FY 22/23 Audited Financial Statements - SHA - FY 22/23	11/30/2023	25,325.00 3,825.00
Total for Check Number 137290:				29,150.00
137291	HIL1466 85324	HILL'S BROS LOCK & SAFE INC Service call-repair door at FRC	11/30/2023	259.88
Total for Check Number 137291:				259.88
137292	INF1555 2023100016	IRC, INC Background checks/ Piantadosi/ Gracia- Vasquez	11/30/2023	341.60
Total for Check Number 137292:				341.60
137293	JAC16786 59604062	SARAH JACOBO Refund for guard, alcohol guard, lunch breaks fo	11/30/2023	393.44
Total for Check Number 137293:				393.44
137294	HUN12150 STA1FOG12309 STA1MS412309	JOHN L. HUNTER & ASSOCIATES, INC FOG - Sept 2023 NPDES - Sept 2023	11/30/2023	1,726.25 5,805.70
Total for Check Number 137294:				7,531.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137295	KIM16787 53517786	SCOTT KIM Refund for Tennis class due to rescheduling conf	11/30/2023	60.00
Total for Check Number 137295:				60.00
137296	KNO14713 INV284509	KNOWBE4, INC KnowBe4 Security Awareness Training Subscrip	11/30/2023	4,726.80
Total for Check Number 137296:				4,726.80
137297	LIF16289 57573999	LIFE CHRISTIAN CHURCH OF ORANG Refund for security guard no show on 10/1 and 1	11/30/2023	260.48
Total for Check Number 137297:				260.48
137298	LON13773 22864	LONG BEACH ROOFING City Yard roof repairs	11/30/2023	3,692.00
Total for Check Number 137298:				3,692.00
137299	MAR16784 62199215	JOELIE MARGO Deposit Refund for #62199215 for Joelle Margo	11/30/2023	150.00
Total for Check Number 137299:				150.00
137300	MIN15024 39435 39435A	MINUTEMAN PRESS (250) Business Cards/ C. Guzman/ HR (250) Business Cards/ D. Bustamante/ HOC	11/30/2023	53.80
				53.81
Total for Check Number 137300:				107.61
137301	MSW16146 754	MSW CONSULTANTS, INC Consulting Services for SB 1383 Compliance - C	11/30/2023	5,870.00
Total for Check Number 137301:				5,870.00
137302	OCS2185 Aug-23 Oct-23 Sep-23	O C SANITATION DISTRICT OC San Dist - AUGUST 2023 Connection Fees OC San Dist - OCTOBER 2023 Connection Fee: OC San Dist - SEPTEMBER 2023 Connection F	11/30/2023	1,587.48
				3,816.25
				23,854.50
Total for Check Number 137302:				29,258.23
137303	PHA12971 54306	PARS SEP 2023/ PARS/ Administrator Services	11/30/2023	487.59
Total for Check Number 137303:				487.59
137304	PHA16789 2023-527	CHUONG PHAM C&D Deposit Refund for Permit #2023-527// Ch	11/30/2023	390.00
Total for Check Number 137304:				390.00
137305	RES2489 3661605	RESOURCE BUILDING MATERIALS Supplies for City repairs	11/30/2023	92.50
Total for Check Number 137305:				92.50
137306	SCS13184 242264	S.C. SIGNS & SUPPLIES LLC 31 street name signs	11/30/2023	3,607.47
Total for Check Number 137306:				3,607.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137307	SAL16788 2023-558	GUADALUPE J. SALGADO C&D Deposit Refund for Permit #2023-558 & #	11/30/2023	420.00
Total for Check Number 137307:				420.00
137308	SOC12606 661091 661092 661954 661955	SO CAL INDUSTRIES Fence Rental for 10652 Bell St. - Dec Fence Rental for Magnolia and Tina Way - Dec Fence Rental for 8970 Pacific - Dec Fence Rental for 8870 Pacific - Dec	11/30/2023	59.11 603.27 231.21 208.58
Total for Check Number 137308:				1,102.17
137309	SWR2862 SW-0273373	STATE WATER RESOURCES CONTROL Storm Water Monitoring - Facility ID 830M100C	11/30/2023	17,666.00
Total for Check Number 137309:				17,666.00
137310	UFE16790 2023-535	SUSAN UFER C&D Deposit Refund for Permit #2023-535 // St	11/30/2023	580.50
Total for Check Number 137310:				580.50
137311	VAN13002 9805 9805A	VAN RY MAINTENANCE Floor Service Civic Center - November 12/23 Floor Service FRC - November 4	11/30/2023	450.00 150.00
Total for Check Number 137311:				600.00
137312	VEN13764 0157011-IN A0157011-IN B0157011-IN C0157011-IN D0157011-IN E0157011-IN	VENCO WESTERN INC Park landscape maintenance - Nov Median Landscape Maintenance - Nov Street Landscape Maintenance - Nov Building Landscape Maintenance - Nov City Owned Properties - Nov Streets, Medians, Parkways Maintenance - Nov	11/30/2023	8,987.30 6,301.70 1,406.25 1,446.90 5,314.60 1,406.25
Total for Check Number 137312:				24,863.00
137313	VIS3077 2023-239698-00 2023-241535-00 2023-241540-00	VISTA PAINT CORP Supplies for graffiti removal - Beige paint Supplies for graffiti removal - Dotson Restroom Supplies for graffiti removal - Dotson Restroom	11/30/2023	929.82 197.88 30.89
Total for Check Number 137313:				1,158.59
137314	WAG13143 INV3880997 INV3987624 INV5212502 INV5450723 INV5661268	WAGEWORKS, INC May 2022/ Administration and Compliance Fees June 2022/ Administration and Compliance Fees May 2023/ Administration and Compliance Fees July 2023/ Administration and Compliance Fees Aug 2023/ Administration and Compliance Fees	11/30/2023	128.00 128.00 116.00 116.00 116.00
Total for Check Number 137314:				604.00
137315	WIN15596 61341660	BARBARA WINER Refund 1 hr for supervisr for Barbara Winer 10/7	11/30/2023	38.01
Total for Check Number 137315:				38.01
137316	YOO16285 11/21/2023	HAN SOL YOO Employee Computer Loan - H. Sol Yoo	11/30/2023	1,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 137316:	1,000.00
137317	YUN16677 90000819	YUNEX LLC Traffic Signal Maintenance for Sept 23	11/30/2023	1,297.50
			Total for Check Number 137317:	1,297.50
			Report Total (139 checks):	2,028,618.36

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY  
OF THE CITY OF STANTON NOVEMBER 28, 2023

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING  
(5:30 PM)

JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING  
(6:30 PM)

**1. CALL TO ORDER / CLOSED SESSION**

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:34 p.m. by Mayor / Chairman Shawver.

**2. ROLL CALL**

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Torres, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairperson Van, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

**3. PUBLIC COMMENT ON CLOSED SESSION ITEMS** None.

**4. CLOSED SESSION**

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:36 p.m. for discussion regarding:

**4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
**Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)**

Number of Potential Cases: 1

**4B. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

Pursuant to Government Code § 54956.9

Number of cases: 1

Case Name: John Doe v. Doe 2, City of Stanton, et al, County of Orange  
Superior Court Case No. 30-2022-01295559-CU-PO-NJC



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## 4C. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Case Name: Tina Pacific Residents Association, et al. v. City of Stanton

Case Number: OCSC 39-2023-01316300-CU-WM-CXC

## 5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:35 p.m.

## 6. ROLL CALL

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Torres, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairperson Van, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:36 to 6:30 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action.

## 7. PLEDGE OF ALLEGIANCE

Led by Mr. Connor Duckworth, HdL, Companies.

## 8. SPECIAL PRESENTATIONS AND AWARDS

Introduction by Ms. Claire Braeburn, Executive Director, America On Track and presentations by Ms. Alejandra Cook, Program Coordinator and Parent Volunteers, sharing their mission (reducing youth access to tobacco) with the City Council and providing information on their current operations.

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## 9. CONSENT CALENDAR

Motion/Second: Taylor/Van

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Torres	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairperson Van	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

## CONSENT CALENDAR

### 9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

The City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

### 9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated October 20, 2023 – November 2, 2023, in the amount of \$753,144.61.

### 9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special & Joint Regular Meeting – November 14, 2023.

### 9D. EXTEND THE CITY'S DEADLINE TO ESTABLISH ONLINE PERMITTING SYSTEM IN COMPLIANCE WITH ASSEMBLY BILL 2234 (AB 2234)

California Assembly Bill 2234 established several requirements for the review and processing of post-entitlement permit applications. "Post-entitlement" refers to any project that required a public hearing before the Planning Commission to obtain approval of a development before seeking permits to begin construction. One requirement established by this bill was the implementation of an online permitting system. The City's current permitting system does not have the capability to issue permits online and there is no cost-effective way to alter the existing system to comply with this requirement. As a result, staff is seeking to extend the deadline for compliance with this requirement to January 1, 2026 as allowed under the

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provisions of AB 2234. The extension will allow staff to complete a procurement process so that a compliant and cost-effective online permitting system can be acquired.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) and 15060(c)(3); and
2. Adopted Resolution No. 2023-29, which will extend the City's deadline to establish an online permitting system for post-entitlement phase permits to January 1, 2026, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY STANTON, CALIFORNIA EXTENDING THE DEADLINE TO ESTABLISH AN ONLINE PERMITTING SYSTEM FOR POST-ENTITLEMENT PHASE PERMITS UNDER CALIFORNIA GOVERNMENT CODE SECTION 65913.3.5 (AB 2234)."**

### **9E. AWARD OF CONSTRUCTION CONTRACT FOR THE STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT (TASK CODE NO. 2022-205)**

Two bids for the Stanton Central Park Shade Structure Installation Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by R.E. Schultz Construction, Inc. to be the lowest responsible and responsive bid at \$42,950.

1. The City Council declared this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301 as a minor exterior alteration of an existing public facility and Class 3, Section 15303 as construction of an accessory structure; and
2. Awarded a construction contract for the Stanton Central Park Shade Structure Installation Project to R.E. Schultz Construction, Inc. for the bid amount of \$42,950 and rejected all other bids; and
3. Authorized the City Manager to bind the City of Stanton and R.E. Schultz Construction, Inc. in a contract for the construction of the Stanton Central Park Shade Structure Installation Project (Task Code No. 2022-205); and
4. Authorized the City Manager to approve contract changes in an amount not-to-exceed ten percent of the bid amount (\$4,295).

## DRAFT

### 9F. AWARD OF CONSTRUCTION CONTRACT FOR THE CERRITOS AVENUE RESURFACING PROJECT AND APPROPRIATION OF FUNDS

Seven bids for the Cerritos Avenue Resurfacing Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by Hardy & Harper, Inc. to be the lowest responsible and responsive bid at \$854,000.

Including construction costs, a 10% contingency, and inspection costs, the total project is estimated at \$960,000. The current project budget is \$930,000. This project was to be partially funded by the 2021 Pavement Management Relief Funding (PMRF) Program in the amount of \$200,000. Staff submitted the necessary documents to Caltrans required to secure funding. Unfortunately, due to the debt ceiling compromise earlier this year, PMRF Program funding that did not get obligated by Caltrans at that time was subject to rescission. As such, approximately 24 Orange County local agencies were not able to secure the PMRF Program funds as well. Staff is requesting an appropriation of \$200,000 from the City's Gas Tax Fund (Fund #210) and \$30,000 from the RMRA Fund (#215) to fund the remainder of the project costs.

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Awarded a construction contract for the Cerritos Avenue Resurfacing Project to Hardy & Harper, Inc. for the bid amount of \$854,000 and rejected all other bids; and
3. Authorized the City Manager to bind the City of Stanton and Hardy & Harper, Inc. in a contract for the construction of the Cerritos Avenue Resurfacing Project; and
4. Authorized the City Manager to approve contract changes, in an amount not-to-exceed ten percent of the bid amount (\$85,400); and
5. Eliminated the \$200,000 appropriation from the Other Grants Fund (#227) for the withdrawn grant funding; and
6. Appropriated a total of \$200,000 from the Gas Tax Fund (#211) and \$30,000 from the RMRA Fund (#215) to increase the Cerritos Avenue Resurfacing Project (Task Code No. 2024-104) budget to \$960,000.

## DRAFT

### **9G. AWARD OF CONSTRUCTION CONTRACT FOR THE STANFORD AVENUE STORM DRAIN REPAIR PROJECT (TASK CODE NO. 2024-802)**

The Open-Market Bid (AKA Informal Bid) process is being used for this public project. Three (3) proposals for the Stanford Avenue Storm Drain Repair Project were received to repair the storm drain lines at Beach Boulevard and Stanford Avenue. Based on the lowest proposal received, staff recommends a construction contract to be awarded to Tunnelworks Services, Inc., in the amount of \$47,867.50.

1. The City Council declared that this project is exempt from the California Environmental Quality Act (“CEQA”), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Awarded a construction contract for the Stanford Avenue Storm Drain Repair Project to Tunnelworks Services, Inc. for the proposal amount of \$47,867.50; and
3. Authorized the City Manager to bind the City of Stanton and Tunnelworks Services, Inc. in a contract for the construction of the Stanford Avenue Storm Drain Repair Project (Task Code No. 2024-802); and
4. Authorized the City Manager to approve contract changes, not to exceed ten percent of the proposal amount (\$4,786).

### **9H. THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF AN OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY**

The City Council will consider approving the Third Amendment to the Professional Services Agreement (“Agreement”) with Willdan Financial Services (“Willdan”) for the preparation of an overhead cost allocation plan and comprehensive user fee study. The Third Amendment increases the total not-to-exceed compensation amount by \$5,200 from \$34,680 to \$39,880 (Attachment A). Willdan’s original Agreement was approved by the City Council on January 12, 2021. Willdan used the City’s Fiscal Year 2021/22 Adopted Budget to complete the overhead cost allocation plan and the City’s estimated actual cost for services to calculate appropriate user fees. Due to the delay in completing the project based upon staff turnover, staff recommends updating the calculations to reflect the City’s Fiscal Year 2023/24 Adopted Budget. The cost to update is \$5,200.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and

## DRAFT

2. Authorized the City Manager to execute the Third Amendment to the Professional Services Agreement with Willdan for the preparation of an overhead cost allocation plan and a comprehensive user fee study.

### **9I. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR BUSINESS LICENSE TAX ADMINISTRATION SERVICES AND BUSINESS LICENSE TAX ORDINANCE AND FEE STUDY (HINDERLITER, DE LLAMAS, AND ASSOCIATES)**

The City Council will consider approving a professional services agreement with Hinderliter, de Llamas and Associates (“HdL”) for Business License Tax Administration Services and Business License Tax Ordinance and Fee Study. Procurement of these professional services will promote enhanced customer service by providing 24 hours a day, 7 days a week online processing of business license applications and renewals through HdL’s proprietary software and database. Staff has investigated other firms and has not found any comparable companies offering the desired comprehensive services and as such is requesting sole source procurement as provided for in the City’s Purchasing Manual.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waived the competitive procurement process since only one known supplier has been identified and allowed for the sole source procurement of professional services; and
3. Authorized the City Manager to enter into an agreement with Hinderliter, de Llamas and Associates to provide Business License Tax Administration Services for an initial term through June 30, 2027, with two additional one-year term extensions; and to conduct a one-time Business License Tax Ordinance and Fee Study, in a form approved by the City Attorney.

## **END OF CONSENT CALENDAR**

### **10. PUBLIC HEARINGS**

#### **10A. APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, ET. SEQ.**

## DRAFT

The Fiscal Year 2022/23 Annual Financial Report of Development Impact Fees (“Fiscal Year 2022/23 Development Impact Fee Report”) is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2023. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Attachment A (pages 14-16) includes Resolution No. 2023-28 to approve the receipt and filing of the Fiscal Year 2022/23 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

Staff report by Ms. Michelle Bannigan, Finance Director.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Warren/Van  
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: None

Motion unanimously carried:

1. City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2023-28 to receive and file the Fiscal Year 2022/23 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006; entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.”.**

# DRAFT

## 11. UNFINISHED BUSINESS

### 11A. APPROVAL OF ORDINANCE NO. 1135

This Ordinance was introduced at the regular City Council meeting of October 24, 2023.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Warren/Torres

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Torres	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Van	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1135, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY’S MUNICIPAL CODE, REPEALING THE CITY’S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)”**; and

2. The City Council adopted Ordinance No. 1135.

### 11B. BROADCASTING CITY COUNCIL MEETINGS

At its meeting of October 11, 2022, City Council directed staff to proceed with a 12-month pilot program to live stream City Council meetings on the Zoom virtual meeting platform and to report back to the City Council at the end of the pilot program with participation data.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Van/Warren

Motion carried by the following vote:

AYES:	5 (Shawver, Taylor, Torres, Van, and Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	None

Motion unanimously carried:



# DRAFT

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Directed staff to proceed with continuation of televising/broadcasting of City Council meetings, distribute a request for proposal (RFP) to upgrade council chamber sound infrastructure, initiate promotion of rebroadcasted City Council meeting recordings through the City’s social media channels, and integrate timestamps and/or video chapters onto posted YouTube videos via the City’s channel.

## 12. NEW BUSINESS

### 12A. CITY COUNCIL RECOGNITION AND PROCEDURES POLICY FOR THE PRESENTATION OF CITY PROCLAMATIONS AND RECOGNITION AWARDS

Staff requests that the City Council review and consider the proposed policy and procedures for the presentation of City proclamations, certificates, and recognition awards. The purpose of this proposed policy is to formalize guidelines governing the presentation of proclamations, commendations, awards and other recognition documents or items by the City Council.

Staff report by Ms. Hannah Shin-Heydorn, City Manager.

Motion/Second: Warren/Shawver

Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provided input on the proposed recognition and procedures policy; and
3. Approved Administrative Policy II-2-7, “Presentation of City Proclamations, Certificates, and Recognition Awards Procedures,” as proposed, and allowed the City Manager to update Administrative Policy II-2-7 as needed for clarifying purposes.

# DRAFT

## 13. ORAL COMMUNICATIONS – PUBLIC

Mr. Steve Freedman, business owner, spoke regarding speeding, traffic safety, illegal parking, and public safety concerns for the businesses located at/near the intersection of Beach Boulevard and Monroe Avenue.

## 14. WRITTEN COMMUNICATIONS None.

## 15. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

## 15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

- Mayor Pro Tem Van reported on her attendance at the Boys & Girls Club of Stanton's grand opening event for their new Panda Cares Center of Hope Learning Center, which was held on November 28, 2023.
- Mayor Pro Tem Van reported on the City's Annual Adopt-A-Tree program, which was held on November 28, 2023, and expressed her gratitude to both Home Depot Store #6952 and the Holiday Tree Farms, Inc. for their partnership and donation to the City's annual Adopt-A-Tree program.
- Council Member Warren reported on the success of the City's open house event for the Stanton Family Resource Center, which was held on November 18, 2023.
- Mayor Shawver reported on the success of the November 18, 2023, free drive through distribution site, which provided food (fresh / canned / non-perishables) and diapers at Stanton Park.
- Mayor Shawver reported on the success of the Annual Harry's Cafe Thanksgiving Dinner event, which was held on November 23, 2023, at Harry's Café on Katella Avenue.

## 15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

- Mayor Pro Tem Van requested to agendaize discussion regarding strengthening the City's tobacco retail license ordinance to address any potential loopholes, ensure that the definition of both "tobacco retailer" and "flavored tobacco" is adequately defined, ensure that the City has an adequate application fee to cover the cost of enforcement and monitoring, and methodize compliance monitoring frequencies.

## 15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

# DRAFT

## 15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CAMPAIGN CONTRIBUTIONS AND LEVINE ACT (AB 1439)

At the November 14, 2023, City Council meeting, Council Member Taylor requested that this item be agendaized for discussion. Council Member Taylor is requesting to discuss conducting a review of the Campaign Contributions and Levine Act (AB 1439) and to address/discuss options that the City may review in regard to setting a City specific limit(s) and policy.

Presentation by Council Member Taylor.

Motion/Second: Taylor/Torres  
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: None

Motion unanimously carried:

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

## 15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CREATION OF A RESOLUTION IN SUPPORT OF THE PALESTINIAN PEOPLE OF GAZA

At the November 14, 2023, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres is requesting to discuss the creation of a resolution in support of the Palestinian people of Gaza, call for a ceasefire in Israel and occupied Palestine, and that the resolution contain a summary of the conditions of the conflict.

Presentation by Council Member Torres.

### Public Comments / In-Person:

- Mr. Omar Kurdi, spoke in support of the proposed resolution.
- Mr. Fernando Delgado, spoke in support of the proposed resolution.
- Ms. Maha Afra, spoke in support of the proposed resolution.
- Ms. Basha Jamil, spoke in support of the proposed resolution.
- Ms. Ayah Maaytah, spoke in support of the proposed resolution.
- Mr. Mahmoud, spoke in support of the proposed resolution.
- Ms. Nadeah Vali, spoke in support of the proposed resolution.
- Ms. Mirvette Judeh, spoke in support of the proposed resolution.
- Mr. Rashad Al-Dabagh, spoke in support of the proposed resolution.
- Ms. Salma Maaytah, spoke in support of the proposed resolution.

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**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO AMENDMENT AND APPROVAL AT NEXT MEETING**

# DRAFT

- Dr. Samar Aziz, spoke in support of the proposed resolution.
- Mr. Armal Alkalla, spoke in support of the proposed resolution.
- Dr. Mohamad Abdelfattah, spoke in support of the proposed resolution.

## Public Comments / E-Mail:

- Iqbal Molvi, wrote in support of the proposed resolution.
- Nargis Kher, wrote in support of the proposed resolution.
- Ahmad Shahnaz, wrote in support of the proposed resolution.
- Rana Kaleel, wrote in support of the proposed resolution.
- Naila Shah, wrote in support of the proposed resolution.
- Asma Saif, wrote in support of the proposed resolution.
- Ibtissam Chang, wrote in support of the proposed resolution.
- Asma Saif, wrote in support of the proposed resolution.
- Hier Tu, wrote in support of the proposed resolution.
- Rashad Al-Dabbagh, wrote in support of the proposed resolution.
- Manahil H. Awan, wrote in support of the proposed resolution.
- Ms. Kayla Asato, wrote in support of the proposed resolution.
- Ms. Ayah Shiadoh, wrote in support of the proposed resolution.

Motion/Second: Torres/Taylor

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Torres	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Van	AYE
	Mayor Shawver	ABSTAIN

Motion carried:

Consensus was received and the City Council directed staff to proceed with creation of a resolution similar to the City of Cudahy's passed Resolution No. 23-48 and to bring this item back for City Council review.

## 15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING BUSINESS LICENSE COMPLIANCE

At the November 14, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss actions that the City may take to ensure that operating businesses with the City currently possess an active business license and what actions the City may take for those who are currently operating without an active business license.

Presentation by Mayor Shawver.

# DRAFT

Motion/Second: Shawver/Warren  
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)  
NOES: None  
ABSTAIN: None  
ABSENT: None

Motion unanimously carried:

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

**16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL**

None.

**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

None.

**17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

Sergeant Carlos A. Giron provided the City Council with an update on their current operations.

**18. ADJOURNMENT** Motion/Second: Shawver/  
Motion carried at 9:11 p.m.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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CITY CLERK/SECRETARY

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: OCTOBER 2023 INVESTMENT REPORT**

**REPORT IN BRIEF:**

The Investment Report as of October 31, 2023, has been prepared in accordance with the City’s Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2023.

**BACKGROUND:**

Changes in the City’s cash and investment balances during the month of October are summarized below:

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 62,906,611.43	\$ 211,179.96	\$ 63,117,791.39
Cash (Non-Pooled)	4,143,704.22	(67,106.44)	4,076,597.78
Total Cash and Investments	<u>\$ 67,050,315.65</u>	<u>\$ 144,073.52</u>	<u>\$ 67,194,389.17</u>

Between September 30, 2023, and October 31, 2023, the City’s total cash and investments increased by approximately \$144,074.

The City’s cash and investment balances by fund type are presented in Attachment A. A summary of the City’s investment portfolio is included as Attachment B. The detail of the City’s investments by type that are managed by City staff are shown in Attachment C. The detail of investments by type that are managed by Chandler Asset Management, LLC (“Chandler”), of which we determined provide a net advantage to the City, are shown in Attachment D.

**ANALYSIS:**

The monthly cash and investment report provides a summary of the cash and investment accounts held by the City as of the end of that month. In order to manage its cash and investments, the City combines cash resources from all funds into a single pool consisting of a variety of accounts and securities. The balance in the pooled cash account includes cash and certain liquid investments that are available to meet the City’s current cash needs. Cash in excess of the City’s current cash needs is invested in interest-bearing investments with various maturities.

As of October 31, 2023, the market value of the City’s total investment portfolio was \$50.6 million, of which \$35.1 million (58%) was managed by City staff and \$25.3 million (42%) was managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City’s investment portfolio is provided in Attachments C and D. As of October 31, 2023, City investments consisted of the following:

	Market Value as of October 31, 2023	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 31,761,125.27	52.59%	100.00%	Yes
U.S. Treasury Notes	9,572,989.85	15.85%	100.00%	Yes
Corporate Notes	6,643,449.44	11.00%	30.00%	Yes
Federal Agency Securities	4,029,209.30	6.67%	100.00%	Yes
Negotiable Certificates of Deposit	2,925,125.24	4.84%	30.00%	Yes
Asset Backed Securities	1,927,225.36	3.19%	20.00%	Yes
Collateralized Mortgage Obligations	2,546,089.17	4.22%	20.00%	Yes
Municipal Bonds	445,509.70	0.74%	100.00%	Yes
Supranational	436,788.61	0.72%	30.00%	Yes
Money Market Fund	105,953.81	0.18%	20.00%	Yes
Total Investments	<u>\$ 60,393,465.75</u>	<u>100.00%</u>		

The City’s investment portfolio is well-diversified with investments spread across nine different security types. Likewise, the average maturity of the City’s portfolio (except for LAIF) is approximately 2 years, which is within the 3.5 years target in the City’s investment policy.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's Fiscal Year 2023/24 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

**Prepared by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail (Managed by City Staff)
- D. Investment Portfolio Detail (Managed by Chandler)



[Click here to return to the agenda.](#)

**CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED OCTOBER 31, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 32,858,673.11	\$ 1,723,290.86	\$ (1,707,189.60)	\$ 32,874,774.37
102-111101	General Fund (Transactions & Use Tax)	(64,071.96)	435,605.70	(370,625.00)	908.74
210-111101	Certified Access Specialists (CASP) Program Fund	61,574.56	-	-	61,574.56
211-111101	Gas Tax Fund	1,941,862.40	191,936.32	(24,421.96)	2,109,376.76
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	1,106,237.19	82,857.96	-	1,189,095.15
220-111101	Measure M Fund	1,170,665.05	-	(690.69)	1,169,974.36
222-111101	Community Development Block Grant Fund	214,887.59	-	-	214,887.59
223-111101	Protective Services Fund	-	2,057.84	-	2,057.84
224-111101	Lighting Maintenance 1919 Act Fund	1,292,207.94	14,700.59	(11,522.74)	1,295,385.79
225-111101	Lighting/Median Maintenance 1972 Act Fund	824,770.65	-	(16,507.95)	808,262.70
226-111101	Air Quality Improvement Fund	244,210.30	-	-	244,210.30
227-111101	Other Grants Fund	81,652.56	-	(70,253.69)	11,398.87
242-111101	Supplemental Law Enforcement Grant Fund	357,877.85	23,441.89	(13,333.33)	367,986.41
245-111101	Justice Assistance Grant (JAG) Grant Fund	-	243,164.59	(243,164.59)	-
250-111101	Families and Communities Together (FaCT) Grant Fund	(34,700.26)	31,824.39	(34,724.33)	(37,600.20)
251-111101	Senior Transportation Fund	84,273.41	-	(1,493.26)	82,780.15
261-111101	Street Impact Fees Fund	234,077.18	281.68	-	234,358.86
262-111101	Traffic Signal Impact Fee	29,009.41	62.83	-	29,072.24
263-111101	Community Center Impact Fees Fund	269,172.31	127.84	-	269,300.15
264-111101	Police Services Impact Fees Fund	243,352.17	115.70	-	243,467.87
271-111101	Public Safety Task Force Fund (City Funds)	81,756.51	-	(3,375.22)	78,381.29
280-111101	Stanton Central Park Maintenance Fund	(7,999.75)	5,397.92	(7,889.60)	(10,491.43)
285-various	Stanton Housing Authority Fund	9,873,062.57	105,895.42	(23,557.67)	9,955,400.32
305-111101	Capital Projects Fund	81,998.37	176,698.71	(171,347.72)	87,349.36
310-111101	Park and Recreation Facilities Fund	4,054,254.50	4,842.03	(111,306.67)	3,947,789.86
501-111101	Sewer Maintenance Fund	6,629,287.14	5,211.38	(6,390.90)	6,628,107.62
502-111101	Sewer Capital Improvement Fund	3,032.36	-	-	3,032.36
602-111101	Workers' Compensation Fund	793,065.29	5,993.92	(1,455.33)	797,603.88
603-111101	Liability Risk Management Fund	12,336.87	-	(6,565.46)	5,771.41
604-111101	Employee Benefits Fund	(34,999.18)	129,376.29	(155,191.45)	(60,814.34)
605-111101	Fleet Maintenance Fund	518,244.27	14,581.21	(5,277.95)	527,547.53
801-111101	Expendable Deposits Fund	(13,158.98)	-	-	(13,158.98)
<b>Total Pooled Cash and Investments<sup>(1)</sup></b>		<b>\$ 62,906,611.43</b>	<b>\$ 3,197,465.07</b>	<b>\$ (2,986,285.11)</b>	<b>\$ 63,117,791.39</b>
<b>Less: Investments<sup>(1)</sup></b>		<b>\$ (60,056,756.11)</b>	<b>\$ (429,848.73)</b>	<b>\$ 93,139.09</b>	<b>\$ (60,393,465.75)</b>
<b>Cash - BMO Bank General Checking Account</b>		<b>\$ 2,849,855.32</b>	<b>\$ 2,767,616.34</b>	<b>\$ (2,893,146.02)</b>	<b>\$ 2,724,325.64</b>

**CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED OCTOBER 31, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-NON-POOLED</u></b>					
xxx-111103	Payroll Account	\$ -	\$ 276,623.64	\$ (276,623.64)	\$ -
101-111109	Flexible Spending/AFLAC	4,701.53	-	(539.78)	4,161.75
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	15,551.04	33,352.29	-	48,903.33
604-111404	Cash with Fiscal Agent (PARS) <sup>(2)</sup>	4,122,851.65	-	(99,918.95)	4,022,932.70
	<b>Total Cash-Non-Pooled</b>	<b>\$ 4,143,704.22</b>	<b>\$ 309,975.93</b>	<b>\$ (377,082.37)</b>	<b>\$ 4,076,597.78</b>
<b><u>INVESTMENTS</u></b>					
	POOLED ALL FUNDS	\$ 60,056,756.11	\$ 429,848.73	\$ (93,139.09)	\$ 60,393,465.75
	<b>Total Investments</b> <sup>(3)</sup>	<b>\$ 60,056,756.11</b>	<b>\$ 429,848.73</b>	<b>\$ (93,139.09)</b>	<b>\$ 60,393,465.75</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 67,050,315.65</b>	<b>\$ 3,507,441.00</b>	<b>\$ (3,363,367.48)</b>	<b>\$ 67,194,389.17</b>

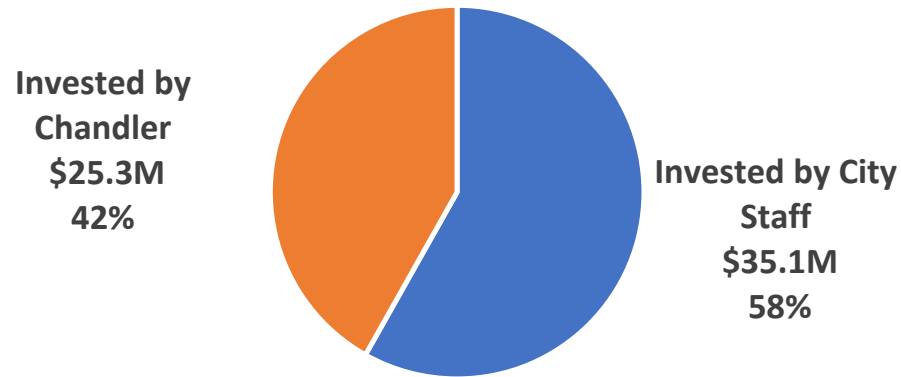
**Notes:**

<sup>(1)</sup> - Pooled cash includes: City's general checking and safekeeping accounts with BMO Harris Bank, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, and the City's investment portfolio account with Chandler Asset Management.

<sup>(2)</sup> - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

<sup>(3)</sup> - Additional information regarding the City's investments are included in Attachments B through D.

**Portfolio Summary  
as of October 31, 2023  
TOTAL = \$60.4M**



■ ATTACHMENT C   ■ ATTACHMENT D

# ATTACHMENT C

[Click here to return to the agenda.](#)

City of Stanton  
 Portfolio Holdings  
 Investment Portfolio | by Security Sector  
 Report Format: By Transaction  
 Group By: Security Sector  
 Average By: Face Amount / Shares  
 Portfolio / Report Group: All Portfolios  
 As of 10/31/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
<b>Certificate Of Deposit</b>											
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	247,477.50	3/25/2024	146	715.07	0.71
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	245,083.23	5/23/2024	205	144.62	0.70
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	245,147.97	5/17/2024	199	248.32	0.70
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	243,058.86	7/22/2024	265	138.14	0.70
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	241,704.30	8/23/2024	297	106.42	0.70
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	242,686.38	4/25/2024	177	107.16	0.69
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	245,603.64	4/26/2024	178	88.68	0.70
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,155.57	244,149.48	6/28/2024	241	47.07	0.70
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	244,396.08	2/7/2024	99	1,775.92	0.69
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	244,396.08	2/7/2024	99	1,775.92	0.69
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	239,844.41	8/23/2024	297	933.86	0.70
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	241,577.31	8/28/2024	302	39.91	0.70
<b>Sub Total / Average Certificate Of Deposit</b>			<b>2.495</b>	<b>2,978,000.00</b>	<b>2,979,170.30</b>	<b>2,978,155.57</b>	<b>2,925,125.24</b>		<b>209</b>	<b>6,121.09</b>	<b>8.40</b>
<b>Local Government Investment Pool</b>											
LAIF   City LGIP	LAIFCITY0895	2/29/2020	3.670	22,484,274.13	22,484,274.13	22,484,274.13	22,316,452.36	N/A	1		63.46
LAIF   Housing Authority LGIP	LAIFHA0004	2/29/2020	3.670	9,515,697.72	9,515,697.72	9,515,697.72	9,444,672.91	N/A	1		26.86
<b>Sub Total / Average Local Government Investment Pool</b>			<b>3.670</b>	<b>31,999,971.85</b>	<b>31,999,971.85</b>	<b>31,999,971.85</b>	<b>31,761,125.27</b>		<b>1</b>	<b>0.00</b>	<b>90.31</b>
<b>Municipal</b>											
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,177.78	199,432.20	8/1/2024	275	958.89	0.58
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	250,999.24	246,077.50	6/1/2024	214	2,864.58	0.71
<b>Sub Total / Average Municipal</b>			<b>1.904</b>	<b>455,000.00</b>	<b>464,270.05</b>	<b>456,177.02</b>	<b>445,509.70</b>		<b>241</b>	<b>3,823.47</b>	<b>1.28</b>
<b>Total / Average</b>			<b>3.549</b>	<b>35,432,971.85</b>	<b>35,443,412.20</b>	<b>35,434,304.44</b>	<b>35,131,760.21</b>		<b>22</b>	<b>9,944.56</b>	<b>100</b>



# City of Stanton - Account #10991

## MONTHLY ACCOUNT STATEMENT

OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

US Bank  
Alexander Bazan  
(503) 402-5305

**CHANDLER ASSET MANAGEMENT**

[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



City of Stanton

Account #10991

Portfolio Summary

As of October 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.51
Average Coupon	3.32%
Average Purchase YTM	4.24%
Average Market YTM	5.36%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.93 yrs
Average Life	2.73 yrs

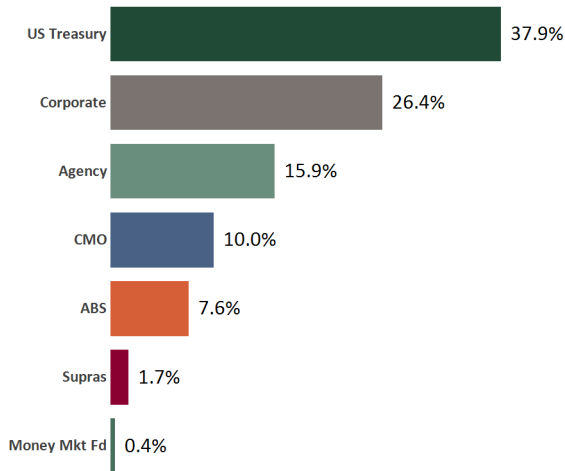
ACCOUNT SUMMARY

	Beg. Values as of 9/30/23	End Values as of 10/31/23
Market Value	25,277,469	25,261,706
Accrued Interest	135,724	157,984
<b>Total Market Value</b>	<b>25,413,193</b>	<b>25,419,689</b>
Income Earned	70,430	74,107
Cont/WD		-2,323
Par	26,389,923	26,443,536
Book Value	25,680,928	25,732,406
Cost Value	25,680,928	25,732,406

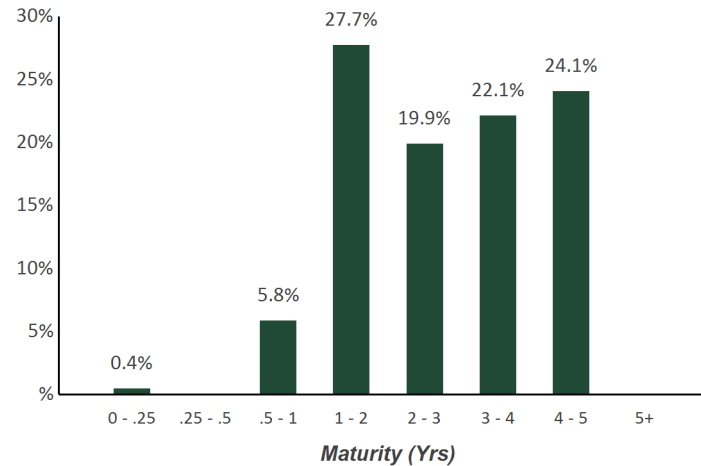
TOP ISSUERS

Government of United States	37.9%
Federal Farm Credit Bank	10.5%
Federal Home Loan Mortgage Corp	10.0%
Federal Home Loan Bank	3.1%
Federal National Mortgage Assoc	2.3%
Bank of America Corp	1.6%
Morgan Stanley	1.6%
JP Morgan Chase & Co	1.6%
<b>Total</b>	<b>68.8%</b>

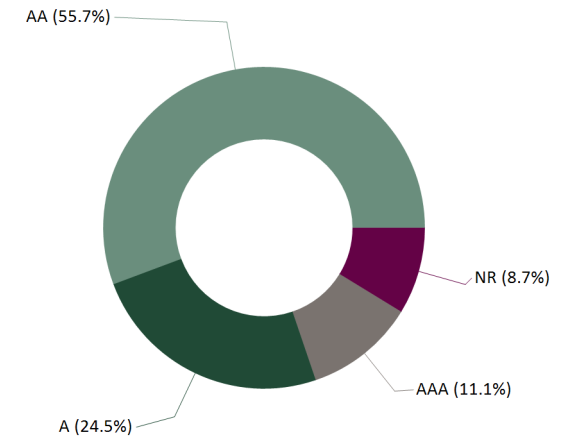
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	11/30/2022	
City of Stanton	0.03%	-0.01%	1.58%	N/A	N/A	N/A	N/A	N/A	N/A	
ICE BofA 1-5 Yr US Treasury & Agency Index	0.11%	0.05%	1.30%	N/A	N/A	N/A	N/A	N/A	N/A	



## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	109,688.17	Various 4.62%	105,989.60 105,989.60	99.38 5.49%	109,005.03 19.50	0.43% 3,015.43	NR / AAA AAA	1.04 0.12
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	37,893.67	09/14/2022 4.00%	36,790.91 36,790.91	99.65 5.41%	37,760.40 2.08	0.15% 969.49	Aaa / NR AAA	1.16 0.07
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.36 6.02%	340,765.98 471.43	1.34% (4,859.02)	NR / AAA AAA	2.72 1.17
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	97.25 5.87%	340,368.00 455.78	1.34% (1,839.03)	Aaa / AAA NR	2.88 0.94
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	97.59 5.92%	390,364.80 78.22	1.54% 14,177.30	NR / AAA AAA	2.88 0.44
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.53 5.82%	337,863.75 527.33	1.33% (5,519.06)	NR / AAA AAA	3.55 1.45
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	98.88 5.92%	93,938.00 214.91	0.37% (1,054.63)	Aaa / NR AAA	3.62 1.44
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	280,000.00	09/07/2023 5.23%	279,922.38 279,922.38	98.99 5.61%	277,159.40 642.13	1.09% (2,762.98)	NR / AAA AAA	4.88 2.59
<b>Total ABS</b>		<b>1,972,581.84</b>	<b>4.48%</b>	<b>1,925,097.86</b>	<b>5.83%</b>	<b>1,927,225.36</b> <b>2,411.38</b>	<b>7.59%</b> <b>2,127.50</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.15</b> <b>1.17</b>
<b>AGENCY</b>									
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	98.25 5.58%	638,635.40 3,960.94	2.53% (5,904.60)	Aaa / AA+ AA+	0.82 0.79
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	98.95 5.45%	643,174.35 2,685.76	2.54% (6,773.65)	Aaa / AA+ AA+	0.91 0.87
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	98.06 5.33%	637,374.40 2,378.82	2.52% (11,501.10)	Aaa / AA+ AA+	1.92 1.81
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	91.65 5.01%	595,698.35 1,252.60	2.35% (9,510.15)	Aaa / AA+ AA+	2.90 2.76
3130ATS57	FHLB Note 4.5% Due 3/10/2028	500,000.00	03/22/2023 4.04%	510,315.00 510,315.00	98.45 4.90%	492,253.00 3,187.50	1.95% (18,062.00)	Aaa / AA+ NR	4.36 3.88



## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3133EPGW9	FFCB Note 3.875% Due 4/25/2028	250,000.00	04/24/2023 3.76%	251,255.00 251,255.00	95.29 5.06%	238,213.50 161.46	0.94% (13,041.50)	Aaa / AA+ AA+	4.49 4.04
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	300,000.00	09/13/2023 4.48%	298,555.11 298,555.11	97.60 4.94%	292,788.30 3,171.88	1.16% (5,766.81)	Aaa / AA+ NR	4.86 4.27
3133EPWK7	FFCB Note 4.5% Due 9/22/2028	500,000.00	09/25/2023 4.67%	496,185.00 496,185.00	98.21 4.91%	491,072.00 2,437.50	1.94% (5,113.00)	Aaa / AA+ AA+	4.90 4.31
<b>Total Agency</b>		<b>4,150,000.00</b>	<b>4.13%</b>	<b>4,104,882.11</b>	<b>5.19%</b>	<b>4,029,209.30</b> <b>19,236.46</b>	<b>15.93%</b> <b>(75,672.81)</b>	<b>Aaa / AA+</b> <b>AA+</b>	<b>2.76</b> <b>2.51</b>
<b>CMO</b>									
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.23 5.49%	333,287.50 873.54	1.31% (4,776.95)	NR / NR AAA	2.15 1.88
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	94.23 5.49%	329,795.20 976.21	1.30% (7,640.35)	NR / NR AAA	3.07 2.68
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	94.37 5.39%	330,302.70 1,000.42	1.30% (12,109.41)	NR / NR AAA	3.24 2.85
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	92.74 5.39%	324,597.70 909.13	1.28% (13,042.93)	NR / NR AAA	3.65 3.23
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	92.68 5.39%	287,293.43 825.12	1.13% (8,562.82)	Aaa / NR NR	3.73 3.38
3137FBU79	FHLMC K069 A2 3.187% Due 9/25/2027	500,000.00	05/18/2023 4.65%	480,292.97 480,292.97	92.46 5.40%	462,298.00 1,327.92	1.82% (17,994.97)	NR / AAA NR	3.90 3.46
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	510,000.00	05/24/2023 4.65%	500,636.72 500,636.72	93.83 5.40%	478,514.64 327.25	1.88% (22,122.08)	NR / NR AAA	4.57 4.00
<b>Total CMO</b>		<b>2,720,000.00</b>	<b>4.34%</b>	<b>2,632,338.68</b>	<b>5.42%</b>	<b>2,546,089.17</b> <b>6,239.59</b>	<b>10.04%</b> <b>(86,249.51)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.55</b> <b>3.14</b>
<b>CORPORATE</b>									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.58 5.98%	197,166.80 1,142.67	0.78% (1,771.20)	A1 / A AA-	0.87 0.83
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.80 5.45%	242,009.00 958.33	0.96% (661.00)	Aa3 / AA- AA-	1.37 1.31





## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	97.27 6.23%	243,177.00 1,108.33	0.96% (5,838.00)	A2 / A- A	1.40 1.34
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.50 5.92%	192,995.40 318.75	0.76% (1,660.60)	A1 / A AA-	1.45 1.39
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	96.99 6.06%	242,482.50 430.56	0.96% (3,942.50)	A3 / A- NR	1.46 1.38
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	96.87 5.56%	121,085.25 1,983.33	0.48% (854.75)	A2 / A A+	1.53 1.44
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	96.39 6.10%	337,365.00 5,180.00	1.35% (5,547.50)	A2 / A- AA-	1.60 1.50
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.42 5.79%	241,037.75 3,258.33	0.96% (2,767.25)	A2 / A- A	1.62 1.53
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.39 5.37%	121,731.50 1,380.21	0.48% (1,249.75)	A2 / A+ A	1.71 1.61
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	96.75 5.57%	338,633.75 2,590.49	1.34% (5,864.25)	A1 / A+ A+	1.80 1.70
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	97.69 5.37%	122,110.38 745.31	0.48% (1,823.37)	A2 / A A+	1.86 1.75
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	99.24 5.37%	248,093.50 962.50	0.98% (1,926.50)	A1 / A+ NR	1.93 1.80
713448FQ6	Pepsico Inc. Callable Note Cont 1/13/26 4.55% Due 2/13/2026	65,000.00	02/13/2023 4.57%	64,962.30 64,962.30	98.58 5.22%	64,075.05 640.79	0.25% (887.25)	A1 / A+ NR	2.29 2.12
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 5.40%	195,980.00 195,980.00	96.92 6.27%	193,844.00 113.33	0.76% (2,136.00)	A1 / A- AA-	2.49 1.41
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.38%	199,302.00 199,302.00	97.17 6.44%	194,331.80 2,703.42	0.78% (4,970.20)	A1 / A- A+	2.71 1.59
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.50%	199,336.00 199,336.00	97.45 6.40%	194,892.40 2,654.85	0.78% (4,443.60)	A1 / A- AA-	2.73 1.61



## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 5.12%	348,501.00 348,501.00	97.10 6.19%	339,847.90 4,162.65	1.35% (8,653.10)	A1 / A AA-	2.73 1.62
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	93.58 5.67%	233,949.00 677.08	0.92% (6,448.50)	A3 / A NR	2.92 2.72
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	93.02 5.44%	232,539.25 3,072.92	0.93% (4,495.75)	Aa3 / A NR	3.09 2.85
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.37%	221,377.50 221,377.50	89.21 6.34%	223,033.75 98.63	0.88% 1,656.25	A1 / A- AA-	3.48 3.20
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	94.21 5.52%	235,536.50 4,265.28	0.94% (9,071.00)	A2 / A+ A	3.54 3.20
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	93.75 6.06%	187,506.60 3,263.58	0.75% (7,287.40)	A1 / A NR	3.61 3.22
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.32%	219,305.00 219,305.00	87.78 6.43%	219,460.00 1,060.50	0.87% 155.00	A1 / A- A+	3.72 3.48
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.49%	219,722.50 219,722.50	88.25 6.48%	220,627.50 1,192.13	0.87% 905.00	A1 / A- AA-	3.73 3.47
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	93.92 6.07%	187,834.00 2,072.89	0.75% (7,960.00)	A1 / A AA-	3.76 3.36
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	93.85 5.42%	234,625.50 1,975.00	0.93% (8,009.50)	A2 / A A+	3.78 3.44
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	92.52 5.35%	231,300.25 1,509.38	0.92% (7,429.75)	A1 / AA AA-	3.81 3.49
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	95.68 5.40%	239,204.50 1,325.69	0.95% (9,275.50)	A2 / A A+	3.88 3.50
74456QBU9	Public Service El & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	300,000.00	09/06/2023 5.10%	282,837.00 282,837.00	92.46 5.62%	277,389.90 5,550.00	1.11% (5,447.10)	A1 / A NR	4.50 3.98



## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	300,000.00	Various 4.08%	299,617.50 299,617.50	95.19 5.25%	285,563.71 5,535.00	1.15% (14,053.79)	A1 / A+ NR	4.55 4.00
<b>Total Corporate</b>		<b>6,990,000.00</b>	<b>4.65%</b>	<b>6,775,208.30</b>	<b>5.83%</b>	<b>6,643,449.44</b>	<b>26.38%</b>	<b>A1 / A</b>	<b>2.71</b>
				<b>6,775,208.30</b>		<b>61,931.93</b>	<b>(131,758.86)</b>	<b>A+</b>	<b>2.37</b>
<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	105,953.81	Various 4.97%	105,953.81 105,953.81	1.00 4.97%	105,953.81 0.00	0.42% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>105,953.81</b>	<b>4.97%</b>	<b>105,953.81</b>	<b>4.97%</b>	<b>105,953.81</b>	<b>0.42%</b>	<b>Aaa / AAA</b>	<b>0.00</b>
				<b>105,953.81</b>		<b>0.00</b>	<b>0.00</b>	<b>AAA</b>	<b>0.00</b>
<b>SUPRANATIONAL</b>									
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	225,000.00	08/17/2023 4.55%	214,688.25 214,688.25	93.87 4.98%	211,203.23 2,384.38	0.84% (3,485.02)	Aaa / AAA NR	4.70 4.21
45950KDD9	International Finance Corp Note 4.5% Due 7/13/2028	230,000.00	07/06/2023 4.53%	229,744.70 229,744.70	98.08 4.96%	225,585.38 3,105.00	0.90% (4,159.32)	Aaa / AAA NR	4.70 4.12
<b>Total Supranational</b>		<b>455,000.00</b>	<b>4.54%</b>	<b>444,432.95</b>	<b>4.97%</b>	<b>436,788.61</b>	<b>1.74%</b>	<b>Aaa / AAA</b>	<b>4.70</b>
				<b>444,432.95</b>		<b>5,489.38</b>	<b>(7,644.34)</b>	<b>NR</b>	<b>4.16</b>
<b>US TREASURY</b>									
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	96.50 5.39%	627,224.65 4,927.99	2.49% (126.91)	Aaa / AA+ AA+	1.17 1.12
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	96.42 5.28%	626,717.00 1,491.80	2.47% (4,950.97)	Aaa / AA+ AA+	1.42 1.36
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.62 5.25%	628,011.80 51.34	2.47% (1,777.26)	Aaa / AA+ AA+	1.50 1.44
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.43 5.20%	626,767.70 7,097.17	2.49% (6,195.19)	Aaa / AA+ AA+	1.62 1.54
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	96.58 5.14%	627,783.00 4,305.37	2.49% (11,019.74)	Aaa / AA+ AA+	1.79 1.70



## City of Stanton

Account #10991

## Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	97.13 5.13%	631,312.50 2,937.50	2.50% (11,400.39)	Aaa / AA+ AA+	1.88 1.78
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	93.86 4.98%	610,111.45 1,278.69	2.41% (7,769.41)	Aaa / AA+ AA+	2.42 2.30
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.51 4.91%	601,300.70 4,106.66	2.38% (5,332.11)	Aaa / AA+ AA+	2.67 2.53
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	91.16 4.93%	592,515.95 2,066.58	2.34% (5,407.88)	Aaa / AA+ AA+	2.79 2.67
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	92.62 4.87%	602,037.15 1,420.77	2.37% (16,554.65)	Aaa / AA+ AA+	3.42 3.20
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	93.91 4.89%	610,390.95 3,459.82	2.41% (26,431.31)	Aaa / AA+ AA+	3.84 3.53
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	350,000.00	01/24/2023 3.59%	354,470.70 354,470.70	96.30 4.86%	337,066.45 4,569.97	1.34% (17,404.25)	Aaa / AA+ AA+	4.17 3.74
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	500,000.00	02/22/2023 4.12%	486,269.53 486,269.53	94.82 4.86%	474,082.00 4,422.55	1.88% (12,187.53)	Aaa / AA+ AA+	4.25 3.85
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	350,000.00	04/24/2023 3.61%	350,259.77 350,259.77	95.18 4.85%	333,115.30 1,109.29	1.31% (17,144.47)	Aaa / AA+ AA+	4.42 4.00
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	500,000.00	06/22/2023 4.02%	491,308.59 491,308.59	95.10 4.83%	475,488.50 7,626.37	1.90% (15,820.09)	Aaa / AA+ AA+	4.59 4.09
91282CHK0	US Treasury Note 4% Due 6/30/2028	500,000.00	09/20/2023 4.51%	489,179.69 489,179.69	96.54 4.84%	482,695.50 6,739.13	1.93% (6,484.19)	Aaa / AA+ AA+	4.67 4.14
91282CHQ7	US Treasury Note 4.125% Due 7/31/2028	350,000.00	08/24/2023 4.39%	345,953.13 345,953.13	97.01 4.84%	339,540.95 3,648.61	1.35% (6,412.18)	Aaa / AA+ AA+	4.75 4.21
91282CJA0	US Treasury Note 4.625% Due 9/30/2028	350,000.00	10/18/2023 4.89%	345,912.11 345,912.11	99.09 4.83%	346,828.30 1,415.30	1.37% 916.19	Aaa / AA+ AA+	4.92 4.33
<b>Total US Treasury</b>		<b>10,050,000.00</b>	<b>3.91%</b>	<b>9,744,492.19</b> <b>9,744,492.19</b>	<b>5.02%</b>	<b>9,572,989.85</b> <b>62,674.91</b>	<b>37.91%</b> <b>(171,502.34)</b>	<b>Aaa / AA+</b> <b>AA+</b>	<b>2.89</b> <b>2.66</b>
<b>TOTAL PORTFOLIO</b>		<b>26,443,535.65</b>	<b>4.24%</b>	<b>25,732,405.90</b> <b>25,732,405.90</b>	<b>5.36%</b>	<b>25,261,705.54</b> <b>157,983.65</b>	<b>100.00%</b> <b>(470,700.36)</b>	<b>Aa2 / AA</b> <b>AA+</b>	<b>2.93</b> <b>2.51</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>25,419,689.19</b>			

## CITY OF STANTON

### REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Chairman and Members of the Successor Agency

**DATE:** December 12, 2023

**SUBJECT: OCTOBER 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)**

#### **REPORT IN BRIEF:**

The Investment Report as of October 31, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

#### **RECOMMENDED ACTIONS:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2023.

#### **BACKGROUND:**

The attached report summarizes the Successor Agency's investment and deposit balances as of October 2023. During the month of October, the Successor Agency's total cash and investments decreased by approximately \$7,485. During the month of October, the Successor Agency reimbursed the City \$5,500 for administrative costs per the approved Recognized Obligation Payment Schedule (ROPS), and paid U.S. Bank \$2,000 for the annual trustee administration fee for the 2020A Tax Allocation Refunding Bonds. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

#### **ANALYSIS:**

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of October 2023 was 3.67%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 3.67%, which is equal to the benchmark LAIF return of 3.67%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of the City's pooled cash and investments. With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on October 31, 2023, was 1 day. LAIF's average maturity on October 31, 2023, was approximately 250 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's Fiscal Year 2023/24 Investment Policy.

The portfolio will allow the Successor Agency to meet its expenditure requirements for the next six months.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**Prepared by:** Michelle Bannigan, Finance Director  
**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Cash and Investment Balances by Fund
- B. Investments and Deposits

# ATTACHMENT A

## SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY CASH AND INVESTMENTS REPORT MONTH ENDED OCTOBER 31, 2023

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Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-POOLED</u></b>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,395,144.18	\$ -	\$ (7,500.00)	\$ 1,387,644.18
	<b>Total Cash-Pooled <sup>(1)</sup></b>	<b>\$ 1,395,144.18</b>	<b>\$ -</b>	<b>\$ (7,500.00)</b>	<b>\$ 1,387,644.18</b>
<b><u>CASH-RESTRICTED (with Fiscal Agent)</u></b>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,151,443.32	\$ 9.46	\$ (4.73)	\$ 1,151,448.05
712-111425	2016 Tax Allocation Bonds, Series C and D	1,854,574.87	7.62	-	1,854,582.49
712-111426	2020 Tax Allocation Refunding Bonds, Series A	686,262.74	2.82	-	686,265.56
	<b>Total Cash-Restricted (with Fiscal Agent)</b>	<b>\$ 3,692,280.93</b>	<b>\$ 19.90</b>	<b>\$ (4.730)</b>	<b>\$ 3,692,296.10</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 5,087,425.11</b>	<b>\$ 19.90</b>	<b>\$ (7,504.73)</b>	<b>\$ 5,079,940.28</b>

**Note:**

<sup>(1)</sup> - Includes the Successor Agency's share of the City's BMO Harris Bank checking account and Local Agency Investment Fund (LAIF).

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**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
MONTH ENDED OCTOBER 31, 2023**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BMO	State of California	On Demand	3.67%	N/A	\$ 1,387,644	\$ 1,387,644	LAIF

**Total Cash Investments and Deposits**

1	3.67%
---	-------

\$ 1,387,644	\$ 1,387,644
--------------	--------------

Weighted Average Maturity (days)    Weighted Average Yield

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>									
Debt Service:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 1,151,447	\$ 1,151,447	\$ 1,151,447	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 1,151,448    \$ 1,151,448

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>									
Debt Service:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 1,854,580	\$ 1,854,580	\$ 1,854,580	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 1,854,582    \$ 1,854,582



Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2020 Tax Allocation Refunding Bonds</b>										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 686,265	\$ 686,265	\$ 686,265	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 686,266    \$ 686,266

**Total Bond Fund Investments and Deposits (3)**

**\$ 3,692,296    \$ 3,692,296**

**TOTAL - ALL CASH AND INVESTMENTS**

**\$5,079,940    \$5,079,940**

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: OCTOBER 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

#### **REPORT IN BRIEF:**

The Revenue and Expenditure Report for the month ended October 31, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, this report includes a status of the City's Capital Improvement Projects (CIP) as of October 31, 2023. The figures reported represent preliminary figures through October 31, 2023. The fiscal year end closing process for Fiscal Year 2022/23 is still in progress and the final figures are pending completion of the City's annual financial statement audit.

#### **RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund October 2023 Revenue and Expenditure Reports and Status of Capital Improvement Projects for the month ended October 31, 2023.

#### **ANALYSIS:**

##### *General Fund Revenue and Expenditure Reports*

Attachments A and B summarize the General Fund's revenue and expenditure activity through October 31, 2023. The reports include information for the month of October, on a year-to-date basis through October, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through October) is included as well.

As of October 31, total General Fund revenues received to date were approximately \$4.9 million, which is 16% of the Fiscal Year 2023/24 budgeted amount and is approximately \$1.2 million (32%) higher than the revenues recognized for the same period last year (Attachment A, page 2). Significant fluctuations from the previous fiscal year include:

- \$363,650 of revenues collected through October 2023, compared to \$0 collected through October 2022, represent one-time, unbudgeted developer fees (beautification, neighborhood preservation, and public benefit fees) received for the VRV residential project;
- \$162,611 of cannabis tax revenue collected for the first time; and
- A positive increase of \$539,139 to reflect the change in fair value of the City's investment portfolio, a *non-cash transaction*, due to the volatility in the investment market.

Total General Fund expenditures were approximately \$8.9 million through October 31, which represents 26% of the Fiscal Year 2023/24 projected expenditures and is approximately \$438,046 (5%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). Approximately \$380,636 of the increase is attributed to the "General Fund Special Projects" that were previously funded by the American Rescue Plan Act (ARPA) Fund.

Per Attachment C, the City's General Fund reserves and available fund balance ("discretionary fund balance") is estimated to be \$33.4 million by June 30, 2024, as shown in the table below. (The final figures for June 30, 2023, are subject to change until the City's annual financial statement audit is complete.)

	Estimated Balance at 6/30/23
Set aside per Reserve Policy	\$ 14,300,000
Committed Developer Contributions	1,805,796
Assigned Fund Balance	2,449,222
Unassigned Fund Balance	<u>14,847,443</u>
<b>Total Discretionary Fund Balance</b>	<b>\$ 33,402,461</b>

*Housing Authority Revenue and Expenditure Reports*

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through October 31, 2023. The report includes information on the activity during the month of October, information on a year-to-date basis through October, the current fiscal year's budgeted balance and the year-to-date as a percentage of the

budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through October) is included as well.

As of October 31, total Housing Authority Fund revenues received to date were \$374,287, which is 58% of the Fiscal Year 2023/24 budgeted amount and is \$123,276 (49%) more than the revenue collected through the same period last year due to the additional investment income earned from higher interest rates.

Total Housing Authority Fund expenditures were \$269,500 through October 31, which is 22% of the Fiscal Year 2023/24 budget and \$60,750 (47%) lower than the expenditures incurred for the same period last year, primarily due to the costs incurred for the demolition of 8861 Pacific Avenue in October 2022.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.3 million by June 30, 2024.

*Status of Capital Improvement Projects (CIP) (Attachment F)*

The Fiscal Year 2023/24 CIP budget includes \$7.0 million from the Fiscal Year 2023/24 Adopted Budget and \$12.7 million in carryover funding from Fiscal Year 2022/23, and \$7,000 in additional appropriations approved by City Council since July 1, 2023, for a total amended budget of \$19.7 million as of October 31, 2023. As of October 31, capital project expenditures totaled \$242,230 (1% of the amended budget) with an additional \$1.9 million (10% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$2.1 million (11% of the amended budget) as of October 31, 2023.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

**Prepared by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. October 2023 General Fund Revenues
- B. October 2023 General Fund Expenditures
- C. General Fund Reserve Balances
- D. October 2023 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of October 31, 2023

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**CITY OF STANTON**  
**October 2023 General Fund Revenues (33% of year)**

	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
			Activity During October	Year To Date Actual *	Percent of Budget		
<b>TAXES</b>							
Property Tax	\$ 8,585,900	\$ 8,585,900	\$ 9,764	\$ 50,406	0.59%	\$ 49,297	2.25%
Sales and Use Tax	5,471,900	5,471,900	384,464	890,645	16.28%	881,246	1.07%
Transactions and Use Tax	6,154,000	6,154,000	435,606	993,731	16.15%	976,567	1.76%
Transient Occupancy Tax	673,600	673,600	56,804	182,432	27.08%	195,727	-6.79%
Franchise Fees	1,157,000	1,157,000	88,705	149,278	12.90%	241,130	-38.09%
Business Licenses	158,000	158,000	2,665	9,254	5.86%	7,478	23.75%
Utility Users Tax	2,176,400	2,176,400	250,707	647,069	29.73%	649,901	-0.44%
Cannabis Tax	620,000	620,000	93,518	162,611	26.23%	-	100.00%
Tax Increment Pass-thru Payment	577,200	577,200	-	-	0.00%	-	0.00%
<b>TAXES-TOTAL</b>	<b>25,574,000</b>	<b>25,574,000</b>	<b>1,322,233</b>	<b>3,085,426</b>	<b>12.06%</b>	<b>3,001,346</b>	<b>2.80%</b>
<b>INTERGOVERNMENTAL</b>							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	-	0.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	0.00%
Motor Vehicle In Lieu	31,100	31,100	-	-	0.00%	-	0.00%
Public Safety Augmentation Tax	205,690	205,690	15,563	40,908	19.89%	41,291	-0.93%
Planning Grants	-	150,000	-	-	0.00%	-	0.00%
Federal Grants	-	-	-	-	0.00%	5,333	-100.00%
Other Grants	4,200	4,200	764	2,181	51.93%	5,542	-60.65%
<b>INTERGOVERNMENTAL-TOTAL</b>	<b>370,990</b>	<b>520,990</b>	<b>16,327</b>	<b>43,089</b>	<b>8.27%</b>	<b>52,166</b>	<b>-17.40%</b>
<b>CHARGES FOR SERVICES</b>							
Charges for Services	108,230	108,230	10,916	41,933	38.74%	72,406	-42.09%
Information Technology Charges	36,490	36,490	3,041	12,163	33.33%	12,535	-2.97%
<b>CHARGES FOR SERVICES-TOTAL</b>	<b>144,720</b>	<b>144,720</b>	<b>13,957</b>	<b>54,096</b>	<b>37.38%</b>	<b>84,941</b>	<b>-36.31%</b>
<b>FEES AND PERMITS</b>							
Solid Waste Impact Fees	1,150,000	1,150,000	209,177	304,507	26.48%	289,036	5.35%
Building Permits and Fees	1,015,000	1,015,000	54,355	249,479	24.58%	218,092	14.39%
Planning Permits and Fees	70,150	70,150	5,235	29,205	41.63%	31,614	-7.62%
Engineering Permits and Fees	119,000	119,000	7,590	28,190	23.69%	45,071	-37.45%
Developer Fees	-	-	-	363,650	0.00%	-	100.00%

CITY OF STANTON  
October 2023 General Fund Revenues (33% of year)

	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
			Activity During October	Year To Date Actual *			
Recycling Fees	87,700	87,700	-	22,140	25.25%	-	100.00%
Other Permits and Fees	276,025	276,025	10,383	48,363	17.52%	44,071	9.74%
Community Services Fees	74,000	74,000	7,503	34,073	46.04%	26,847	26.92%
<b>FEES AND PERMITS -TOTAL</b>	<b>2,791,875</b>	<b>2,791,875</b>	<b>294,243</b>	<b>1,079,607</b>	<b>38.67%</b>	<b>654,731</b>	<b>64.89%</b>
<b>FINES AND FORFEITURES</b>							
General Fines	6,700	6,700	1	(60)	-0.90%	175	-134.29%
Motor Vehicle Fines	85,000	85,000	3,992	15,982	18.80%	11,709	36.49%
Parking Citations	270,000	270,000	26,874	66,407	24.60%	44,511	49.19%
DMV Parking Collections	71,000	71,000	5,457	16,084	22.65%	18,368	-12.43%
Administrative Citation	10,000	10,000	1,449	1,949	19.49%	3,932	-50.43%
<b>FINES AND FORFEITURES-TOTAL</b>	<b>442,700</b>	<b>442,700</b>	<b>37,773</b>	<b>100,362</b>	<b>22.67%</b>	<b>78,695</b>	<b>27.53%</b>
<b>USE OF MONEY AND PROPERTY</b>							
Investment Earnings	190,000	190,000	-	254,032	133.70%	82,834	206.68%
Unrealized Gains (Losses)	-	-	-	72,465	0.00%	(466,674)	115.53%
Interest on Loan to Landscape District Fund	9,000	9,000	-	2,378	26.42%	2,880	-17.43%
Rental Income	221,085	221,085	16,283	62,688	28.35%	83,423	-24.86%
<b>USE OF MONEY AND PROPERTY-TOTAL</b>	<b>420,085</b>	<b>420,085</b>	<b>16,283</b>	<b>391,563</b>	<b>93.21%</b>	<b>(297,537)</b>	<b>231.60%</b>
<b>MISCELLANEOUS REVENUE</b>							
Miscellaneous Revenue	180,955	188,846	7,790	29,841	15.80%	5,274	465.81%
<b>MISCELLANEOUS REVENUE-TOTAL</b>	<b>180,955</b>	<b>188,846</b>	<b>7,790</b>	<b>29,841</b>	<b>15.80%</b>	<b>5,274</b>	<b>465.81%</b>
<b>TRANSFERS IN</b>							
From Gas Tax Fund	140,000	140,000	11,667	46,667	33.33%	68,333	-31.71%
From Protective Services Fund	382,000	382,000	(2,058)	1,943	0.51%	7,730	-74.86%
From Supplemental Law Enforcement Grants Fund	160,000	160,000	13,333	53,333	33.33%	50,000	6.67%
<b>TRANSFERS IN-TOTAL</b>	<b>682,000</b>	<b>682,000</b>	<b>22,942</b>	<b>101,943</b>	<b>14.95%</b>	<b>126,063</b>	<b>-19.13%</b>
<b>TOTAL REVENUES AND TRANSFERS IN</b>	<b>\$ 30,607,325</b>	<b>\$ 30,765,216</b>	<b>\$ 1,731,548</b>	<b>\$ 4,885,927</b>	<b>15.88%</b>	<b>\$ 3,705,679</b>	<b>31.85%</b>

\* = Actual data is reported through October.

**TAXES**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
430100	Current Year-Secured	\$ 1,096,100	\$ 1,096,100	\$ -	\$ -	0.00%	\$ -	0.00%
430105	Current Year-Unsecured	32,600	32,600	-	14,402	44.18%	15,999	-9.98%
430115	Property Tax-Supplemental	24,400	24,400	2,005	3,490	14.30%	7,744	-54.93%
430120	Residual Redevelopment Property Tax	1,777,300	1,777,300	-	-	0.00%	-	0.00%
430121	In-Lieu Vehicle License Fee	5,511,700	5,511,700	-	-	0.00%	-	0.00%
430135	Homeowners Tax Relief	4,800	4,800	-	-	0.00%	-	0.00%
430140	Property Transfer Tax	139,000	139,000	7,759	32,514	23.39%	25,554	27.24%
430200	Sales And Use Tax	5,471,900	5,471,900	384,464	890,645	16.28%	881,246	1.07%
430300	Transient Occupancy Tax	673,600	673,600	56,804	182,432	27.08%	195,727	-6.79%
430405	Franchise Tax/Cable TV	200,000	200,000	-	-	0.00%	90,430	-100.00%
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	0.00%
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	0.00%
430420	Franchise Tax/Refuse	550,000	550,000	88,705	149,278	27.14%	150,700	-0.94%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	0.00%
430500	Business License Tax	158,000	158,000	2,665	9,254	5.86%	7,478	23.75%
430600	Util User Tax/Electricity	1,218,400	1,218,400	160,918	429,143	35.22%	415,969	3.17%
430605	Util User Tax/Telephone	196,300	196,300	18,106	49,876	25.41%	50,874	-1.96%
430610	Util User Tax/Gas	336,700	336,700	24,888	49,809	14.79%	58,453	-14.79%
430615	Util User Tax/Water	425,000	425,000	46,795	118,241	27.82%	124,605	-5.11%
430700	Cannabis Tax	620,000	620,000	93,518	162,611	26.23%	-	100.00%
440100	AB 1389 Pass Through from RDA	577,200	577,200	-	-	0.00%	-	0.00%
<b>101</b>	<b>General Fund</b>	<b>19,420,000</b>	<b>19,420,000</b>	<b>886,627</b>	<b>2,091,695</b>	<b>10.77%</b>	<b>2,024,779</b>	<b>3.30%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
430250	Transactions & Use Tax	6,154,000	6,154,000	435,606	993,731	16.15%	976,567	1.76%
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>	<b>6,154,000</b>	<b>6,154,000</b>	<b>435,606</b>	<b>993,731</b>	<b>16.15%</b>	<b>976,567</b>	<b>1.76%</b>
<b>TAXES - TOTAL</b>		<b>\$ 25,574,000</b>	<b>\$ 25,574,000</b>	<b>\$ 1,322,233</b>	<b>\$ 3,085,426</b>	<b>12.06%</b>	<b>\$ 3,001,346</b>	<b>2.80%</b>

\* = Actual data is reported through October.



INTERGOVERNMENTAL  
October 2023 General Fund Revenues (33% of year)

Acct. No.	Description	FY 2023/24		FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ -	0.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	0.00%
432150	Motor Vehicle In Lieu	31,100	31,100	-	-	0.00%	-	0.00%
432180	Public Safety Augmentation Tax	205,690	205,690	15,563	40,908	19.89%	41,291	-0.93%
432245	Planning Grants	-	150,000	-	-	0.00%	-	0.00%
432256	Other Grants	4,200	4,200	764	2,181	51.93%	5,542	-60.65%
432270	Federal Grants	-	-	-	-	0.00%	5,333	-100.00%
<b>INTERGOVERNMENTAL - TOTAL</b>		<b>\$ 370,990</b>	<b>\$ 520,990</b>	<b>\$ 16,327</b>	<b>\$ 43,089</b>	<b>8.27%</b>	<b>\$ 52,166</b>	<b>-17.40%</b>

\* = Actual data is reported through October.

**CHARGES FOR SERVICES**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *				
<b>101</b>	<b>General Fund</b>								
433100	Charges For Services	\$ 108,230	\$ 108,230	\$ 10,916	\$ 41,933	38.74%	\$ 72,406	-42.09%	
433136	Information Technology Charges	36,490	36,490	3,041	12,163	33.33%	12,535	-2.97%	
	<b>CHARGES FOR SERVICES - TOTAL</b>	<b>\$ 144,720</b>	<b>\$ 144,720</b>	<b>\$ 13,957</b>	<b>\$ 54,096</b>	<b>37.38%</b>	<b>\$ 84,941</b>	<b>-36.31%</b>	

\* = Actual data is reported through October.

**FEES AND PERMITS**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24						FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year To Date Actual *	Percent of Budget			
<b>101</b>	<b>General Fund</b>								
431100	Building Plan Check Fees	\$ 135,000	\$ 135,000	\$ 13,910	\$ 63,715	47.20%	\$ 41,094	55.05%	
431105	Mechanical Permits	100,000	100,000	3,790	22,235	22.24%	16,543	34.41%	
431110	Building Permits	600,000	600,000	27,088	124,179	20.70%	106,575	16.52%	
431115	Plumbing Permits	80,000	80,000	2,285	9,415	11.77%	15,495	-39.24%	
431120	Electrical Permits	100,000	100,000	7,282	29,935	29.94%	38,385	-22.01%	
431130	Engineering Plan Check Fees	35,000	35,000	2,775	4,820	13.77%	10,525	-54.20%	
431135	Public Works Permits	84,000	84,000	4,815	23,370	27.82%	34,546	-32.35%	
431140	S M I P - Commercial Fees	400	400	-	35	8.75%	3	1066.67%	
431145	S M I P-Residential Permits	250	250	-	23	9.20%	12	91.67%	
431146	SB 1473 Fee	2,500	2,500	62	305	12.20%	121	152.07%	
431160	Solid Waste Impact Fees	1,150,000	1,150,000	209,177	304,507	26.48%	289,036	5.35%	
431180	P/W Inspections	15,000	15,000	533	5,335	35.57%	5,933	-10.08%	
431185	Parking Permits	45,000	45,000	375	1,615	3.59%	4,116	-60.76%	
431190	Towing Franchise Fee	25,000	25,000	180	3,240	12.96%	9,540	-66.04%	
431192	Beautification/Enhancement Fee	-	-	-	50,000	0.00%	-	100.00%	
431193	Neighborhood Preservation Fees	-	-	-	6,000	0.00%	-	100.00%	
431194	Public Benefit Fee	-	-	-	307,650	0.00%	-	100.00%	
431195	Other Fees & Permits	15,000	15,000	5,357	22,639	150.93%	9,485	138.68%	
431201	Cannabis Business Renewal Permit Fee	10,000	10,000	-	-	0.00%	-	0.00%	
433200	Conditional Use Permit	7,000	7,000	-	2,485	35.50%	2,160	15.05%	
433205	Precise Plan Of Design	15,000	15,000	-	3,070	20.47%	13,310	-76.93%	
433220	Preliminary Plan Review	3,750	3,750	-	-	0.00%	-	0.00%	
433225	Environmental Services	4,400	4,400	-	150	3.41%	525	-71.43%	
433227	Foreclosure Registration	10,000	10,000	-	-	0.00%	1,689	-100.00%	
433235	Land Divisions	2,500	2,500	-	-	0.00%	2,500	-100.00%	
433240	Special Event Permits	500	500	180	540	108.00%	540	0.00%	
433245	Sign/Ban'R/Gar Sa/Temp Use Per	4,000	4,000	760	3,025	75.63%	975	210.26%	
433250	Ministerial Services	12,000	12,000	790	3,970	33.08%	4,240	-6.37%	

**FEES AND PERMITS**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *	Percent of Budget		
<b>101</b>	<b>General Fund</b>							
433260	Landscape Plan Check	1,500	1,500	325	650	43.33%	1,300	-50.00%
433270	General Plan Maint Surcharge	10,000	10,000	3,360	15,855	158.55%	2,730	480.77%
433285	Other Developmental Fees	-	-	-	-	0.00%	2,185	-100.00%
433305	General Recreation Programs	52,000	52,000	6,443	26,858	51.65%	20,109	33.56%
433315	Sports Fields	22,000	22,000	1,060	7,215	32.80%	6,738	7.08%
437115	Recycling Fees	87,700	87,700	-	22,140	25.25%	-	100.00%
430505	New/Moved Bus Lic Appl Rev	34,700	34,700	2,530	10,360	29.86%	10,550	-1.80%
430510	Business Tax Renewal Process	125,500	125,500	994	4,024	3.21%	3,130	28.56%
430515	SB 1186	2,175	2,175	172	247	11.36%	641	-61.47%
<b>FEES AND PERMITS - TOTAL</b>		<b>\$ 2,791,875</b>	<b>\$ 2,791,875</b>	<b>\$ 294,243</b>	<b>\$ 1,079,607</b>	<b>38.67%</b>	<b>\$ 654,731</b>	<b>64.89%</b>

\* = Actual data is reported through October.

**FINES AND FORFEITURES**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *	Percent of Budget		
<b>101</b>	<b>General Fund</b>							
434100	General Fines	\$ 6,700	\$ 6,700	\$ 1	\$ (60)	-0.90%	\$ 175	-134.29%
434105	Motor Vehicle Fines	85,000	85,000	3,992	15,982	18.80%	11,709	36.49%
434110	Parking Citations	270,000	270,000	26,874	66,407	24.60%	44,511	49.19%
434115	DMV Parking Collections	71,000	71,000	5,457	16,084	22.65%	18,368	-12.43%
434120	Administrative Citations	10,000	10,000	1,449	1,949	19.49%	3,932	-50.43%
<b>FINES AND FORFEITURES - TOTAL</b>		<b>\$ 442,700</b>	<b>\$ 442,700</b>	<b>\$ 37,773</b>	<b>\$ 100,362</b>	<b>22.67%</b>	<b>\$ 78,695</b>	<b>27.53%</b>

\* = Actual data is reported through October.

USE OF MONEY AND PROPERTY  
October 2023 General Fund Revenues (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *	Percent of Budget		
<b>101</b>	<b>General Fund</b>							
435100	Interest Earned	\$ 190,000	\$ 190,000	\$ -	\$ 254,032	133.70%	\$ 82,834	206.68%
435110	Unrealized Gains (Losses)	-	-	-	72,465	0.00%	(466,674)	115.53%
435200	Interest on Loan to Landscape District Fund	9,000	9,000	-	2,378	26.42%	2,880	-17.43%
436115	Property Rental	7,200	7,200	1,200	4,800	66.67%	-	100.00%
436125	Indoor Facility Rental	164,000	164,000	12,070	40,153	24.48%	61,187	-34.38%
436127	Picnic Shelters	28,000	28,000	1,065	10,140	36.21%	13,108	-22.64%
436135	Pac Bell Mobile Svcs-Rent	21,885	21,885	1,948	7,595	34.70%	9,128	-16.79%
<b>USE OF MONEY AND PROPERTY - TOTAL</b>		<b>\$ 420,085</b>	<b>\$ 420,085</b>	<b>\$ 16,283</b>	<b>\$ 391,563</b>	<b>93.21%</b>	<b>\$ (297,537)</b>	<b>231.60%</b>

\* = Actual data is reported through October.

MISCELLANEOUS REVENUE  
October 2023 General Fund Revenues (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
437100	Sale Of Publications	\$ -	\$ -	\$ 53	\$ 154	0.00%	\$ (58)	-365.52%
437105	Firework Services	475	475	-	-	0.00%	-	0.00%
437110	Candidate Statements	-	-	-	-	0.00%	1,508	-100.00%
437125	Donations	-	1,750	1,750	1,759	100.51%	1,500	17.27%
437130	Insurance Reimbursement	-	6,141	5,576	5,902	96.11%	-	100.00%
437135	Expense Reimbursement	15,000	15,000	182	19,824	132.16%	69	28630.43%
437137	Loan Repayment from Landscape Maintenance District	135,480	135,480	-	-	0.00%	-	0.00%
437195	Other Revenue	30,000	30,000	229	2,202	7.34%	2,255	-2.35%
<b>MISCELLANEOUS REVENUE - TOTAL</b>		<b>\$ 180,955</b>	<b>\$ 188,846</b>	<b>\$ 7,790</b>	<b>\$ 29,841</b>	<b>15.80%</b>	<b>\$ 5,274</b>	<b>465.81%</b>

\* = Actual data is reported through October.

**TRANSFERS IN**  
**October 2023 General Fund Revenues (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year To Date Actual *	Percent of Budget		
<b>101</b>	<b>General Fund</b>							
439211	Transfer From Gas Tax Fund	\$ 140,000	\$ 140,000	\$ 11,667	\$ 46,667	33.33%	\$ 68,333	-31.71%
439223	Transfer From Protective Services Fund	382,000	382,000	(2,058)	1,943	0.51%	7,730	-74.86%
439242	Transfer Fr Supp Law Enf Grant	160,000	160,000	13,333	53,333	33.33%	50,000	6.67%
<b>TRANSFERS IN - TOTAL</b>		<b>\$ 682,000</b>	<b>\$ 682,000</b>	<b>\$ 22,942</b>	<b>\$ 101,943</b>	<b>14.95%</b>	<b>\$ 126,063</b>	<b>-19.13%</b>

\* = Actual data is reported through October.



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**City of Stanton  
October 2023 General Fund Expenditures (33% of year)**

Division No.	Description	FY 2023/24		FY 2023/24			FY 2022/23 Actual*	% Change from Prior Year
		Adopted Budget	Amended Budget	Activity During October	Year to Date Actual *	Percent of Budget		
1100	City Council	\$ 129,105	\$ 129,105	\$ 4,042	\$ 53,282	41.27%	\$ 47,986	11.04%
1200	City Attorney	300,000	300,000	27,803	107,768	35.92%	100,973	6.73%
1300	City Manager	588,165	593,265	39,192	178,136	30.03%	137,012	30.01%
1400	City Clerk	206,565	217,565	14,699	65,619	30.16%	50,512	29.91%
1410	Personnel/Risk Management	280,410	294,865	13,910	85,996	29.16%	59,005	45.74%
1510	Information Technology	1,039,515	1,147,749	27,530	291,128	25.37%	251,637	15.69%
	<b>Administration</b>	<b>2,543,760</b>	<b>2,682,549</b>	<b>127,176</b>	<b>781,929</b>	<b>29.15%</b>	<b>647,125</b>	<b>20.83%</b>
1500	Finance	1,080,775	1,087,825	63,504	291,696	26.81%	278,956	4.57%
1600	Non-Dept (excludes Transfers)	390,000	390,000	-	-	0.00%	617	-100.00%
	<b>Finance</b>	<b>1,470,775</b>	<b>1,477,825</b>	<b>63,504</b>	<b>291,696</b>	<b>19.74%</b>	<b>279,573</b>	<b>4.34%</b>
1520	Emergency Preparedness	5,000	5,000	-	-	0.00%	1,480	-100.00%
2100	Law Enforcement	14,655,075	14,720,326	1,149,630	4,421,209	30.03%	4,340,181	1.87%
2200	Fire Protection	5,549,765	5,549,765	-	1,373,776	24.75%	1,315,788	4.41%
2230	Contractual Ambulance Svcs	2,500	2,500	200	200	8.00%	330	39.39%
2300	Homeless Prevention	422,385	393,785	15,089	65,760	16.70%	-	100.00%
2400	Animal Control Services	211,015	211,015	53,604	121,672	57.66%	64,827	87.69%
2500	Public Safety-Other	213,125	212,975	10,603	98,989	46.48%	48,380	104.61%
4300	Parking Control	258,050	272,105	19,123	81,580	29.98%	66,484	22.71%
6200	Code Enforcement	622,955	637,650	46,275	187,939	29.47%	200,205	-6.13%
	<b>Public Safety</b>	<b>21,939,870</b>	<b>22,005,121</b>	<b>1,294,524</b>	<b>6,351,125</b>	<b>28.86%</b>	<b>6,037,675</b>	<b>5.19%</b>
3000	Public Works Administration	607,060	607,060	41,435	201,065	33.12%	191,047	5.24%
3100	Engineering	491,025	488,025	27,598	101,870	20.87%	82,279	23.81%
3200	Public Facilities	649,865	649,865	80,098	183,306	28.21%	336,003	-45.45%
3300	Crossing Guard	46,000	46,000	4,802	9,257	20.12%	8,645	7.08%
3400	Parks Maintenance	503,140	508,716	50,051	153,338	30.14%	112,064	36.83%
3500	Street Maintenance	477,045	498,704	24,343	105,209	21.10%	104,358	0.82%
3600	Storm Drains	170,800	171,365	1,843	7,110	4.15%	4,493	58.25%

\* = Actual data is reported through October.

**City of Stanton**  
**October 2023 General Fund Expenditures (33% of year)**

Division No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change from Prior Year
				Activity During October	Year to Date Actual *	Percent of Budget		
6300	Graffiti Abatement	129,800	129,800	7,473	24,787	19.10%	24,876	-0.36%
	<b>Public Works</b>	<b>3,074,735</b>	<b>3,099,535</b>	<b>237,643</b>	<b>785,942</b>	<b>25.36%</b>	<b>863,765</b>	<b>-9.01%</b>
4000	Community Development Administration	389,890	381,190	16,262	120,515	31.62%	123,466	-2.39%
4100	Planning	515,740	719,345	23,511	92,297	12.83%	88,089	4.78%
4200	Building Regulation	602,190	598,190	5,974	24,054	4.02%	22,273	8.00%
4400	Economic Development	12,500	12,500	-	319	2.55%	707	-54.88%
	<b>Community Development</b>	<b>1,520,320</b>	<b>1,711,225</b>	<b>45,747</b>	<b>237,185</b>	<b>13.86%</b>	<b>234,535</b>	<b>1.13%</b>
5000	Public Information Office	116,640	196,840	13,601	69,747	35.43%	33,879	105.87%
5100	Community Services Administration	660,400	662,150	39,764	192,210	29.03%	210,453	-8.67%
5200	Community Center Operations	134,605	292,785	9,439	30,775	10.51%	32,992	-6.72%
5300	Park Operations	360,365	360,365	26,612	107,835	29.92%	82,147	31.27%
5400	Senior Citizen Programs	77,535	77,535	3,369	16,457	21.23%	17,414	-5.50%
5500	Recreation Programs	105,230	105,230	777	43,493	41.33%	20,603	111.10%
	<b>Community Services</b>	<b>1,454,775</b>	<b>1,694,905</b>	<b>93,562</b>	<b>460,517</b>	<b>27.17%</b>	<b>397,488</b>	<b>15.86%</b>
	Transfer to FACT Grant	46,865	46,865	783	7,190	15.34%	20,607	-65.11%
	Transfer to Senior Transportation Fund	9,420	9,420	-	69	0.73%	3,043	-97.73%
	Transfer to SCP Maintenance	64,775	64,775	5,398	21,592	33.33%	19,733	9.42%
	Transfer to Capital Projects Fund	660,000	1,484,916	-	4,345	0.29%	-	100.00%
	<b>Transfers to Other Funds</b>	<b>781,060</b>	<b>1,605,976</b>	<b>6,181</b>	<b>33,196</b>	<b>2.07%</b>	<b>43,383</b>	<b>-23.48%</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 32,785,295</b>	<b>\$ 34,277,136</b>	<b>\$ 1,868,337</b>	<b>\$ 8,941,590</b>	<b>26.09%</b>	<b>\$ 8,503,544</b>	<b>5.15%</b>

\* = Actual data is reported through October.

**Administration - Shin-Heydorn**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1100</b>	<b>City Council</b>							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 16,042	30.73%	\$ 18,114	-11.44%
502115	Unemployment Insurance	1,120	1,120	-	-	0.00%	-	0.00%
502120	Medicare/Fica	755	755	58	233	30.86%	262	-11.07%
502130	Other Benefit Charges	750	750	4	14	1.87%	182	-92.31%
602100	Special Dept Expense	10,100	10,100	220	3,794	37.56%	3,054	24.23%
602110	Office Expense	2,000	2,000	249	347	17.35%	200	73.50%
602115	Postage	-	-	4	4	0.00%	-	100.00%
607100	Membership/Dues	43,950	43,950	-	27,873	63.42%	22,335	24.80%
607110	Travel/Conference/Meetings	15,000	15,000	(516)	2,249	14.99%	1,450	55.10%
612115	Liability Insurance Charge	3,230	3,230	-	2,726	84.40%	2,389	14.11%
<b>1100</b>	<b>City Council Total</b>	<b>129,105</b>	<b>129,105</b>	<b>4,042</b>	<b>53,282</b>	<b>41.27%</b>	<b>47,986</b>	<b>11.04%</b>
<b>1200</b>	<b>City Attorney</b>							
608105	Professional Services	300,000	300,000	27,803	107,768	35.92%	100,973	6.73%
<b>1200</b>	<b>City Attorney Total</b>	<b>300,000</b>	<b>300,000</b>	<b>27,803</b>	<b>107,768</b>	<b>35.92%</b>	<b>100,973</b>	<b>6.73%</b>
<b>1300</b>	<b>City Manager</b>							
501110	Salaries-Regular	353,525	358,525	25,202	100,582	28.05%	70,097	43.49%
501115	Salaries-Overtime	500	500	-	-	0.00%	-	0.00%
502100	Retirement	66,695	66,695	5,483	21,908	32.85%	19,075	14.85%
502105	Workers Comp Insurance	5,275	5,275	421	1,680	31.85%	1,290	30.23%
502110	Health/Life Insurance	26,625	26,625	2,127	7,447	27.97%	5,962	24.91%
502111	Medical In-Lieu Pay	4,200	4,200	355	1,244	29.62%	150	729.33%
502115	Unemployment Insurance	505	505	-	-	0.00%	137	-100.00%
502120	Medicare/Fica	4,775	4,875	361	1,444	29.62%	981	47.20%
502130	Other Benefit Charges	35	35	23	91	260.00%	617	-85.25%

\* = Actual data is reported through October.

**Administration - Shin-Heydorn**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>1300</b>	<b>City Manager, Continued</b>							
602110	Office Expense	10,600	10,600	1,028	1,841	17.37%	1,391	32.35%
602115	Postage	200	200	-	19	9.50%	20	-5.00%
602120	Books/Periodicals	100	100	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,000	1,000	20	495	49.50%	432	14.58%
607110	Travel/Conference/Meetings	4,800	4,800	-	-	0.00%	615	-100.00%
608105	Professional Services	78,000	78,000	4,000	16,000	20.51%	16,000	0.00%
612105	Vehicle Replacement Charge	2,065	2,065	172	688	33.32%	687	0.15%
612115	Liability Insurance Charge	29,265	29,265	-	24,697	84.39%	19,558	26.28%
<b>1300</b>	<b>City Manager Total</b>	<b>588,165</b>	<b>593,265</b>	<b>39,192</b>	<b>178,136</b>	<b>30.03%</b>	<b>137,012</b>	<b>30.01%</b>
<b>1400</b>	<b>City Clerk</b>							
501110	Salaries-Regular	124,505	124,505	9,517	38,068	30.58%	35,522	7.17%
501115	Salaries-Overtime	500	500	50	199	39.80%	-	100.00%
502100	Retirement	35,275	35,275	2,925	11,699	33.17%	12,476	-6.23%
502105	Workers Comp Insurance	1,965	1,965	159	636	32.37%	654	-2.75%
502110	Health/Life Insurance	20,535	20,535	1,783	5,969	29.07%	5,510	8.33%
502111	Medical In-Lieu Pay	-	-	5	19	0.00%	-	100.00%
502115	Unemployment Insurance	245	245	-	-	0.00%	-	0.00%
502120	Medicare/Fica	1,790	1,790	134	539	30.11%	497	8.45%
502130	Other Benefit Charges	15	15	9	34	226.67%	313	-89.14%
602110	Office Expense	2,250	2,250	10	379	16.84%	180	110.56%
602115	Postage	500	500	59	288	57.60%	150	92.00%
602120	Books/Periodicals	100	100	-	-	0.00%	-	0.00%
607100	Membership/Dues	415	415	-	250	60.24%	415	-39.76%
607110	Travel/Conference/Meetings	1,200	1,200	-	-	0.00%	-	0.00%
608105	Professional Services	6,000	6,000	-	-	0.00%	(10,810)	0.00%

\* = Actual data is reported through October.

**Administration - Shin-Heydorn**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>1400</b>	<b>City Clerk, Continued</b>							
608135	Microfilming	-	11,000	-	-	0.00%	-	0.00%
607115	Training	2,500	2,500	-	1,275	51.00%	-	100.00%
608140	Elections	1,000	1,000	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	575	575	48	192	33.39%	177	8.47%
612115	Liability Insurance Charge	7,195	7,195	-	6,072	84.39%	5,428	11.86%
<b>1400</b>	<b>City Clerk Total</b>	<b>206,565</b>	<b>217,565</b>	<b>14,699</b>	<b>65,619</b>	<b>30.16%</b>	<b>50,512</b>	<b>29.91%</b>
<b>1410</b>	<b>Personnel/Risk Management</b>							
501110	Salaries-Regular	123,500	123,500	8,859	33,600	27.21%	32,177	4.42%
501120	Salaries-Part-Time	47,795	60,595	702	21,220	35.02%	-	100.00%
502100	Retirement	29,720	31,165	1,732	9,812	31.48%	7,954	23.36%
502105	Workers Comp Insurance	2,575	2,575	160	915	35.53%	592	54.56%
502110	Health/Life Insurance	17,845	17,845	1,730	6,056	33.94%	4,695	28.99%
502115	Unemployment Insurance	450	450	-	-	0.00%	-	0.00%
502120	Medicare/FICA	2,400	2,610	132	772	29.58%	451	71.18%
502130	Other Benefit Charges	30	30	9	49	163.33%	283	-82.69%
602110	Office Expense	1,400	1,400	-	133	9.50%	611	-78.23%
602115	Postage	200	200	21	67	33.50%	85	-21.18%
607100	Membership/Dues	725	725	-	525	72.41%	150	250.00%
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	0.00%
607115	Training	6,000	6,000	(91)	(275)	0.00%	-	0.00%
607120	Education Reimbursement Program	10,000	10,000	-	1,250	12.50%	-	100.00%
608105	Professional Services	13,750	13,750	400	3,906	28.41%	4,892	-20.16%
608125	Advertising/ Business Dev't	2,200	2,200	-	-	0.00%	375	-100.00%
609125	Employee/Volunteer Recognition	12,000	12,000	211	1,640	13.67%	1,505	8.97%
612105	Vehicle Replacement Charge	535	535	45	178	33.27%	165	7.88%

\* = Actual data is reported through October.

**Administration - Shin-Heydorn**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>1410</b>	<b>Personnel/Risk Management, Continued</b>							
612115	Liability Insurance Charge	7,285	7,285	-	6,148	84.39%	5,070	21.26%
<b>1410</b>	<b>Personnel/Risk Management</b>	<b>280,410</b>	<b>294,865</b>	<b>13,910</b>	<b>85,996</b>	<b>29.16%</b>	<b>59,005</b>	<b>45.74%</b>
<b>1510</b>	<b>Information Technology</b>							
501110	Salaries-Regular	101,935	101,935	7,550	30,202	29.63%	26,057	15.91%
501115	Salaries-Overtime	6,000	6,000	566	3,067	51.12%	6,962	-55.95%
502100	Retirement Charges	28,070	28,070	2,320	9,282	33.07%	9,383	-1.08%
502105	Workers Comp Insurance	1,560	1,560	126	504	32.31%	504	0.00%
502110	Health/Life Insurance	17,335	17,335	1,423	4,986	28.76%	4,649	7.25%
502115	Unemployment Insurance	225	225	-	-	0.00%	-	0.00%
502120	Medicare/Fica	1,425	1,425	107	443	31.09%	449	-1.34%
502130	Other Benefit Charges	15	15	7	27	180.00%	241	-88.80%
602140	Materials & Supplies	15,000	15,000	209	383	2.55%	3,052	87.45%
603105	Equipment Maintenance	50,000	50,000	5,992	14,798	29.60%	15,471	4.35%
604100	Communications	112,500	112,500	5,015	24,663	21.92%	25,607	-3.69%
607100	Membership/Dues	35,410	35,410	472	1,881	5.31%	-	100.00%
608100	Contractual Services	358,575	466,809	3,241	194,290	41.62%	136,221	42.63%
612105	Vehicle Replacement Charge	6,020	6,020	502	2,007	33.34%	1,852	8.37%
612115	Liability Insurance Charge	5,445	5,445	-	4,595	84.39%	3,976	15.57%
701050	Computer Software	300,000	300,000	-	-	0.00%	17,213	-100.00%
<b>1510</b>	<b>Information Technology Total</b>	<b>1,039,515</b>	<b>1,147,749</b>	<b>27,530</b>	<b>291,128</b>	<b>25.37%</b>	<b>251,637</b>	<b>15.69%</b>
<b>TOTAL ADMINISTRATION-SHIN-HEYDORN</b>		<b>\$ 2,543,760</b>	<b>\$ 2,682,549</b>	<b>\$ 127,176</b>	<b>\$ 781,929</b>	<b>29.15%</b>	<b>\$ 647,125</b>	<b>20.83%</b>

\* = Actual data is reported through October.

**Finance-Bannigan**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1500</b>	<b>Finance</b>							
501110	Salaries-Regular	\$ 616,015	\$ 616,015	\$ 36,607	\$ 147,676	23.97%	\$ 152,065	-2.89%
501115	Salaries-Overtime	1,000	1,000	-	345	34.50%	133	159.40%
501120	Salaries-Part Time	64,810	64,810	4,413	17,869	27.57%	15,650	14.18%
502100	Retirement	117,395	117,395	8,121	32,734	27.88%	41,201	-20.55%
502105	Workers Comp Insurance	10,255	10,255	685	2,765	26.96%	3,087	-10.43%
502110	Health/Life Insurance	78,245	78,245	6,103	20,598	26.33%	14,343	43.61%
502111	Medical In-Lieu Pay	5,285	5,285	106	464	8.78%	1,294	-64.14%
502115	Unemployment Insurance	1,895	1,895	26	220	11.61%	184	19.57%
502120	Medicare/FICA	9,520	9,520	493	2,009	21.10%	2,085	-3.65%
502130	Other Benefit Charges	520	520	52	164	31.54%	1,347	-87.82%
602110	Office Expense	6,000	6,000	2,721	(665)	-11.08%	65	-1123.08%
602115	Postage	3,500	3,500	124	459	13.11%	324	41.67%
602120	Books/Periodicals	100	100	-	-	0.00%	65	-100.00%
607100	Membership/Dues	1,100	1,100	-	25	2.27%	595	-95.80%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	5,845	5,845	270	450	7.70%	349	28.94%
607115	Training	1,400	1,400	-	91	6.50%	774	-88.24%
608105	Professional Services	86,180	93,230	2,323	23,950	25.69%	8,414	184.64%
608107	Financial Services	20,600	20,600	1,129	7,119	34.56%	6,114	16.44%
611116	Payment to Other Agencies	1,000	1,000	52	52	5.20%	50	4.00%
612105	Vehicle Replacement Charge	3,345	3,345	279	1,115	33.33%	1,035	7.73%
612115	Liability Insurance Charge	40,165	40,165	-	33,896	84.39%	29,482	14.97%
<b>1500</b>	<b>Finance Total</b>	<b>1,074,275</b>	<b>1,081,325</b>	<b>63,504</b>	<b>291,336</b>	<b>26.94%</b>	<b>278,656</b>	<b>4.55%</b>

\* = Actual data is reported through October.

Finance-Bannigan  
October 2023 General Fund Expenditures (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>1600</b>	<b>Non-Departmental</b>							
602100	Special Dept Expense	-	-	-	-	0.00%	617	-100.00%
610235	Economic Development Loan Repayment	350,000	350,000	-	-	0.00%	-	0.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	0.00%
<b>1600</b>	<b>Non-Departmental Total</b>	<b>390,000</b>	<b>390,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>617</b>	<b>100.00%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 1,464,275</b>	<b>\$ 1,471,325</b>	<b>\$ 63,504</b>	<b>\$ 291,336</b>	<b>19.80%</b>	<b>\$ 279,273</b>	<b>4.32%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>1500</b>	<b>Finance</b>							
608105	Professional Services	6,500	6,500	-	360	5.54%	300	20.00%
<b>1500</b>	<b>Finance Total</b>	<b>6,500</b>	<b>6,500</b>	<b>-</b>	<b>360</b>	<b>5.54%</b>	<b>300</b>	<b>20.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ 6,500</b>	<b>\$ 6,500</b>	<b>\$ -</b>	<b>\$ 360</b>	<b>5.54%</b>	<b>\$ 300</b>	<b>20.00%</b>
	<b>TOTAL FINANCE</b>	<b>\$ 1,470,775</b>	<b>\$ 1,477,825</b>	<b>\$ 63,504</b>	<b>\$ 291,696</b>	<b>19.74%</b>	<b>\$ 279,573</b>	<b>4.34%</b>

\* = Actual data is reported through October.



**Public Safety-Wren  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24		FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1520</b>	<b>Emergency Services</b>							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ -	0.00%	\$ -	0.00%
608105	Professional Services	-	-	-	-	0.00%	1,480	-100.00%
<b>1520</b>	<b>Emergency Services</b>	<b>5,000</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>1,480</b>	<b>-100.00%</b>
<b>2100</b>	<b>Law Enforcement</b>							
602100	Special Dept Expense	1,500	2,500	310	1,554	62.16%	458	239.30%
602110	Office Expense	4,000	3,000	1,055	1,333	44.43%	1,623	-17.87%
602145	Gas/Oil/Lube	3,000	3,000	275	620	20.67%	59	950.85%
604100	Communications	44,000	44,000	-	10,321	23.46%	7,769	32.85%
608100	Contractual Services	18,700	18,700	1,425	5,700	30.48%	6,052	-5.82%
608160	O.C.S.D. Contract	10,130,355	10,195,606	775,438	2,917,174	28.61%	3,039,468	-4.02%
612105	Vehicle Replacement Charge	6,020	6,020	502	2,007	33.34%	1,852	8.37%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>10,207,575</b>	<b>10,272,826</b>	<b>779,005</b>	<b>2,938,709</b>	<b>28.61%</b>	<b>3,057,281</b>	<b>-3.88%</b>
<b>2200</b>	<b>Fire Protection</b>							
602100	Special Department Expense	45,950	45,950	-	-	0.00%	-	0.00%
608185	O.C.F.A. Contract	4,003,815	4,003,815	-	995,558	24.87%	862,570	15.42%
<b>2200</b>	<b>Fire Protection Total</b>	<b>4,049,765</b>	<b>4,049,765</b>	<b>-</b>	<b>995,558</b>	<b>24.58%</b>	<b>862,570</b>	<b>15.42%</b>
<b>2230</b>	<b>Ambulance Services</b>							
608190	Contractual Ambulance Svcs	2,500	2,500	200	200	8.00%	330	-39.39%
<b>2230</b>	<b>Ambulance Services Total</b>	<b>2,500</b>	<b>2,500</b>	<b>200</b>	<b>200</b>	<b>8.00%</b>	<b>330</b>	<b>-39.39%</b>
<b>2300</b>	<b>Homeless Prevention</b>							
501110	Salaries-Regular	307,350	280,195	11,204	49,532	17.68%	-	100.00%
502100	Retirement	55,635	55,635	2,122	9,316	16.74%	-	100.00%
502105	Workers Comp Insurance	4,665	4,245	187	827	19.48%	-	100.00%
502110	Health/Life Insurance	45,215	44,815	1,050	3,999	8.92%	-	100.00%
502111	Medical In-Lieu Pay	4,200	4,200	350	1,225	29.17%	-	100.00%

\* = Actual data is reported through October.

**Public Safety-Wren  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>2300</b>	<b>Homeless Prevention, Continued</b>							
502115	Unemployment Insurance	895	670	-	85	12.69%	-	100.00%
502120	Medicare/Fica	4,365	3,965	166	731	18.44%	-	100.00%
502130	Other Benefits	60	60	10	45	75.00%	-	100.00%
<b>2300</b>	<b>Homeless Prevention Total</b>	<b>422,385</b>	<b>393,785</b>	<b>15,089</b>	<b>65,760</b>	<b>16.70%</b>	<b>-</b>	<b>100.00%</b>
<b>2400</b>	<b>Animal Control Services</b>							
608170	Animal Control Services	211,015	211,015	53,604	121,672	57.66%	64,827	87.69%
<b>2400</b>	<b>Animal Control Services Total</b>	<b>211,015</b>	<b>211,015</b>	<b>53,604</b>	<b>121,672</b>	<b>57.66%</b>	<b>64,827</b>	<b>87.69%</b>
<b>2500</b>	<b>Public Safety-Other</b>							
501110	Salaries-Regular	106,670	106,670	7,692	30,699	28.78%	18,265	68.08%
502100	Retirement Charges	22,200	22,200	1,878	7,503	33.80%	4,685	60.15%
502105	Workers Comp Insurance	1,550	1,550	128	513	33.10%	336	52.68%
502110	Health/Life Insurance	5,840	5,840	458	1,605	27.48%	123	1204.88%
502111	Medical In-Lieu Pay	2,100	2,100	184	644	30.67%	613	5.06%
502115	Unemployment Insurance	190	190	-	-	0.00%	-	0.00%
502120	Medicare/FICA	1,445	1,445	114	454	31.42%	274	65.69%
502130	Other Benefit Charges	15	15	7	28	186.67%	161	-82.61%
602110	Office Expense	1,200	845	142	368	43.55%	360	2.22%
602115	Postage	250	100	-	-	0.00%	-	0.00%
602130	Clothing	4,500	4,500	-	-	0.00%	-	0.00%
607115	Training	700	700	-	-	0.00%	-	0.00%
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	61,785	61,785	-	52,141	84.39%	18,885	176.10%
702100	Office Furniture	-	355	-	356	100.28%	-	100.00%
<b>2500</b>	<b>Public Safety-Other Total</b>	<b>213,125</b>	<b>212,975</b>	<b>10,603</b>	<b>98,989</b>	<b>46.48%</b>	<b>48,380</b>	<b>104.61%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	141,145	141,145	10,257	40,997	29.05%	38,240	7.21%

\* = Actual data is reported through October.

**Public Safety-Wren  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>4300</b>	<b>Parking Control, Continued</b>							
502115	Salaries-Overtime	100	100	80	80	80.00%	50	-60.00%
501120	Salaries-Part Time	15,715	29,295	728	9,893	33.77%	4,384	125.66%
502100	Retirement	30,545	30,545	2,506	10,020	32.80%	12,458	-19.57%
502105	Workers Comp Insurance	2,340	2,550	183	850	33.33%	808	5.20%
502110	Health/Life Insurance	16,605	16,730	1,354	4,702	28.11%	2,300	104.43%
502111	Medical In-Lieu Pay	1,200	1,200	75	332	27.67%	1,211	-72.58%
502115	Unemployment Insurance	415	530	13	52	9.81%	-	100.00%
502120	Medicare/FICA	2,175	2,375	160	738	31.07%	630	17.14%
502130	Other Benefit Charges	95	170	10	46	27.06%	340	-86.47%
602110	Office Expense	3,500	3,500	-	2,974	84.97%	-	100.00%
602115	Postage	500	250	9	60	24.00%	82	-26.83%
604100	Communications	680	680	51	105	15.44%	481	-78.17%
608105	Professional Services	31,000	31,000	2,694	6,719	21.67%	3,278	104.97%
612105	Vehicle Replacement Charge	12,035	12,035	1,003	4,012	33.34%	2,222	80.56%
<b>4300</b>	<b>Parking Control Total</b>	<b>258,050</b>	<b>272,105</b>	<b>19,123</b>	<b>81,580</b>	<b>29.98%</b>	<b>66,484</b>	<b>22.71%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	422,690	422,690	30,850	123,300	29.17%	128,518	-4.06%
502115	Salaries-Overtime	100	100	-	-	0.00%	478	-100.00%
501120	Salaries-Part Time	15,715	29,290	728	9,893	33.78%	4,384	125.66%
502100	Retirement	88,765	88,765	7,293	29,160	32.85%	35,837	-18.63%
502105	Workers Comp Insurance	6,540	6,750	527	2,224	32.95%	2,445	-9.04%
502110	Health/Life Insurance	45,470	45,595	3,656	12,798	28.07%	13,688	-6.50%
502111	Medical In-Lieu Pay	3,300	3,300	253	955	28.94%	1,334	-28.41%
502115	Unemployment Insurance	1,075	1,185	13	52	4.39%	-	100.00%
502120	Medicare/FICA	6,125	6,325	459	1,936	30.61%	1,923	0.68%
502130	Other Benefit Charges	140	215	28	120	55.81%	1,133	-89.41%

\* = Actual data is reported through October.

Public Safety-Wren  
October 2023 General Fund Expenditures (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>6200</b>	<b>Code Enforcement, Continued</b>							
602110	Office Expense	2,000	1,354	84	115	8.49%	1,204	-90.45%
602115	Postage	500	900	274	870	96.67%	159	447.17%
602160	Code Enforcement Equipment	6,000	6,000	-	105	1.75%	-	100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	0.00%
607100	Membership/Dues	600	600	-	-	0.00%	-	0.00%
607115	Training	900	900	-	-	0.00%	425	-100.00%
608100	Contractual Services	4,000	4,000	945	1,260	31.50%	945	33.33%
608105	Professional Services	6,000	6,000	162	493	8.22%	695	-29.06%
612105	Vehicle Replacement Charge	12,035	12,035	1,003	4,012	33.34%	7,037	-42.99%
702100	Office Furniture	-	646	-	646	100.00%	-	100.00%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>622,955</b>	<b>637,650</b>	<b>46,275</b>	<b>187,939</b>	<b>29.47%</b>	<b>200,205</b>	<b>-6.13%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 15,992,370</b>	<b>\$ 16,057,621</b>	<b>\$ 923,899</b>	<b>\$ 4,490,407</b>	<b>27.96%</b>	<b>\$ 4,301,557</b>	<b>4.39%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>2100</b>	<b>Law Enforcement</b>							
608160	O.C.S.D. Contract	4,447,500	4,447,500	370,625	1,482,500	33.33%	1,282,900	15.56%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>4,447,500</b>	<b>4,447,500</b>	<b>370,625</b>	<b>1,482,500</b>	<b>33.33%</b>	<b>1,282,900</b>	<b>15.56%</b>
<b>2200</b>	<b>Fire Protection</b>							
608185	O.C.F.A. Contract	1,500,000	1,500,000	-	378,218	25.21%	453,218	-16.55%
<b>2200</b>	<b>Fire Protection Total</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>378,218</b>	<b>25.21%</b>	<b>453,218</b>	<b>-16.55%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ 5,947,500</b>	<b>\$ 5,947,500</b>	<b>\$ 370,625</b>	<b>\$ 1,860,718</b>	<b>31.29%</b>	<b>\$ 1,736,118</b>	<b>7.18%</b>
	<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 21,939,870</b>	<b>\$ 22,005,121</b>	<b>\$ 1,294,524</b>	<b>\$ 6,351,125</b>	<b>28.86%</b>	<b>\$ 6,037,675</b>	<b>5.19%</b>

\* = Actual data is reported through October.

**Public Works-Rangel**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>3000</b>	<b>Public Works Administration</b>							
501110	Salaries-Regular	\$ 391,825	\$ 391,825	\$ 28,731	\$ 110,957	28.32%	\$ 108,592	2.18%
501120	Salaries-Part Time	18,615	18,615	684	5,488	29.48%	5,288	3.78%
502100	Retirement Charges	68,640	68,640	5,970	23,072	33.61%	26,272	-12.18%
502105	Workers Comp Insurance	5,920	5,920	491	1,945	32.85%	2,041	-4.70%
502110	Health/Life Insurance	54,220	54,220	4,317	15,110	27.87%	11,618	30.06%
502111	Medical In-Lieu Pay	600	600	23	162	27.00%	875	-81.49%
502115	Unemployment Insurance	895	895	-	-	0.00%	283	-100.00%
502120	Medicare/FICA	5,540	5,540	416	1,653	29.84%	1,634	1.16%
502130	Other Benefit Charges	195	195	26	105	53.85%	957	-89.03%
602110	Office Expense	2,000	2,000	162	235	11.75%	126	86.51%
602115	Postage	200	200	13	27	13.50%	125	-78.40%
602120	Books/Periodicals	200	200	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,750	1,750	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	1,800	1,800	100	100	5.56%	566	-82.33%
607115	Training	1,000	1,000	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	6,020	6,020	502	2,007	33.34%	1,852	8.37%
612115	Liability Insurance Charge	47,640	47,640	-	40,204	84.39%	30,818	30.46%
<b>3000</b>	<b>Public Works Administration Total</b>	<b>607,060</b>	<b>607,060</b>	<b>41,435</b>	<b>201,065</b>	<b>33.12%</b>	<b>191,047</b>	<b>5.24%</b>
<b>3100</b>	<b>Engineering</b>							
501110	Salaries-Regular	80,040	80,040	8,056	31,165	38.94%	19,208	62.25%
501115	Salaries-Overtime	1,500	1,500	-	-	0.00%	4,559	-100.00%
501120	Salaries-Part Time	-	98,630	8,131	28,493	28.89%	-	100.00%
502100	Retirement	14,515	31,590	2,230	8,406	26.61%	4,944	70.02%
502105	Workers Comp Insurance	1,240	2,810	270	996	35.44%	369	169.92%

\* = Actual data is reported through October.

**Public Works-Rangel**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>3100</b>	<b>Engineering, Continued</b>							
502110	Health/Life Insurance	8,855	9,775	876	2,980	30.49%	2,111	41.17%
502111	Medical In-Lieu Pay	-	-	23	80	0.00%	70	14.29%
502115	Unemployment Insurance	180	405	-	126	31.11%	-	100.00%
502120	Medicare/FICA	1,145	2,575	235	864	33.55%	345	150.43%
502130	Other Benefit Charges	10	160	15	54	33.75%	177	-69.49%
602120	Books/Periodicals	-	-	-	-	0.00%	159	-100.00%
602130	Clothing	-	915	(256)	655	71.58%	54	1112.96%
602140	Materials & Supplies	2,000	1,085	-	-	0.00%	-	0.00%
608105	Professional Services	120,000	-	-	-	0.00%	-	0.00%
608110	Engineering Services	206,320	206,320	7,416	23,256	11.27%	48,061	-51.61%
608115	Inspection Services	15,000	15,000	-	1,320	8.80%	-	100.00%
608120	Plan Checking Services	30,000	30,000	-	1,068	3.56%	-	100.00%
608135	Microfilming	3,000	-	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	7,220	7,220	602	2,407	33.34%	2,222	8.33%
<b>3100</b>	<b>Engineering Total</b>	<b>491,025</b>	<b>488,025</b>	<b>27,598</b>	<b>101,870</b>	<b>20.87%</b>	<b>82,279</b>	<b>23.81%</b>
<b>3200</b>	<b>Public Facilities</b>							
501110	Salaries-Regular	61,760	61,760	7,287	21,969	35.57%	25,492	-13.82%
501115	Salaries-Overtime	2,000	2,000	349	1,140	57.00%	547	108.41%
502100	Retirement	10,665	10,665	1,377	4,144	38.86%	6,327	-34.50%
502105	Workers Comp Insurance	925	925	122	367	39.68%	472	-22.25%
502110	Health/Life Insurance	10,235	10,235	833	2,475	24.18%	2,994	-17.33%
502111	Medical In-Lieu Pay	420	420	193	596	141.90%	-	100.00%
502115	Unemployment Insurance	235	235	-	46	19.57%	-	100.00%
502120	Medicare/FICA	860	860	114	344	40.00%	377	-8.75%
502130	Other Benefit Charges	15	15	7	20	133.33%	226	-91.15%

\* = Actual data is reported through October.

**Public Works-Rangel**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>3200</b>	<b>Public Facilities, Continued</b>							
602100	Special Dept Expense	-	-	-	-	0.00%	355	-100.00%
602110	Office Expense	9,000	9,000	226	1,788	19.87%	138	1195.65%
602130	Clothing	7,100	7,100	1,267	3,354	47.24%	1,997	67.95%
602135	Safety Equipment	500	500	27	168	33.60%	-	100.00%
602140	Materials & Supplies	10,500	10,500	394	1,108	10.55%	1,389	-20.23%
603105	Equipment Maintenance	-	-	3,628	3,628	0.00%	10,226	64.52%
603110	Building Maintenance	127,240	127,240	11,081	29,858	23.47%	32,085	-6.94%
604100	Communications	9,000	9,000	2,067	2,945	32.72%	932	215.99%
604105	Utilities	175,000	175,000	33,116	57,556	32.89%	66,123	-12.96%
608100	Contractual Services	170,820	170,820	14,769	38,837	22.74%	26,568	46.18%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	-	0.00%	13,801	-100.00%
612105	Vehicle Replacement Charge	38,890	38,890	3,241	12,963	33.33%	12,035	7.71%
701105	Equipment-General	-	-	-	-	0.00%	119,057	-100.00%
704100	Facility Improvements	-	-	-	-	0.00%	14,862	-100.00%
<b>3200</b>	<b>Public Facilities Total</b>	<b>649,865</b>	<b>649,865</b>	<b>80,098</b>	<b>183,306</b>	<b>28.21%</b>	<b>336,003</b>	<b>-45.45%</b>
<b>3300</b>	<b>Crossing Guard</b>							
608175	Crossing Guard Services	46,000	46,000	4,802	9,257	20.12%	8,645	7.08%
<b>3300</b>	<b>Crossing Guard Total</b>	<b>46,000</b>	<b>46,000</b>	<b>4,802</b>	<b>9,257</b>	<b>20.12%</b>	<b>8,645</b>	<b>7.08%</b>
<b>3400</b>	<b>Parks Maintenance</b>							
501110	Salaries-Regular	72,420	72,420	6,006	28,630	39.53%	23,243	23.18%
501115	Salaries-Overtime	3,000	3,000	-	621	20.70%	534	16.29%
502100	Retirement	12,655	12,655	1,132	5,406	42.72%	5,769	-6.29%
502105	Workers Comp Insurance	1,100	1,100	100	478	43.45%	433	10.39%
502110	Health/Life Insurance	12,975	12,975	897	3,524	27.16%	3,191	10.44%
502111	Medical In-Lieu Pay	210	210	105	324	154.29%	245	32.24%

\* = Actual data is reported through October.

**Public Works-Rangel**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>3400</b>	<b>Parks Maintenance, Continued</b>							
502115	Unemployment Insurance	280	280	-	80	28.57%	-	100.00%
502120	Medicare/Fica	1,020	1,020	89	429	42.06%	348	23.28%
502130	Other Benefit Charges	20	20	5	26	130.00%	207	-87.44%
602100	Special Dept Expense	13,000	13,000	1,789	2,250	17.31%	617	264.67%
603105	Equipment Maintenance	17,000	17,000	-	985	5.79%	1,212	-18.73%
604105	Utilities	185,000	185,000	25,338	57,680	31.18%	49,197	17.24%
605100	Land Lease	7,000	7,000	-	4,026	57.51%	2,661	51.30%
608100	Contractual Services	167,830	173,406	13,787	45,669	26.34%	21,444	112.97%
612105	Vehicle Replacement Charge	9,630	9,630	803	3,210	33.33%	2,963	8.34%
<b>3400</b>	<b>Parks Maintenance Total</b>	<b>503,140</b>	<b>508,716</b>	<b>50,051</b>	<b>153,338</b>	<b>30.14%</b>	<b>112,064</b>	<b>36.83%</b>
<b>3500</b>	<b>Street Maintenance</b>							
501110	Salaries-Regular	94,260	94,260	5,015	22,150	23.50%	25,077	-11.67%
501115	Salaries-Overtime	5,000	5,000	87	1,163	23.26%	1,010	15.15%
502100	Retirement	16,400	16,400	943	4,160	25.37%	6,249	-33.43%
502105	Workers Comp Insurance	1,420	1,420	84	370	26.06%	469	-21.11%
502110	Health/Life Insurance	13,515	13,515	708	2,696	19.95%	3,623	-25.59%
502111	Medical In-Lieu Pay	1,260	1,260	193	632	50.16%	674	-6.23%
502115	Unemployment Insurance	350	350	-	53	15.14%	-	100.00%
502120	Medicare/FICA	1,330	1,330	77	347	26.09%	388	-10.57%
502130	Other Benefit Charges	25	25	5	20	80.00%	224	-91.07%
602125	Small Tools	6,000	6,000	-	-	0.00%	60	-100.00%
602140	Materials & Supplies	65,000	65,000	2,573	11,610	17.86%	6,489	78.92%
603105	Equipment Maintenance	-	-	-	-	0.00%	137	-100.00%
608100	Contractual Services	210,750	232,409	13,459	57,875	24.90%	56,348	2.71%
612105	Vehicle Replacement Charge	11,735	11,735	978	3,912	33.34%	3,610	8.37%

\* = Actual data is reported through October.



**Public Works-Rangel**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>3500</b>	<b>Street Maintenance, Continued</b>							
710190	Pavement Maintenance	50,000	50,000	221	221	0.44%	-	100.00%
<b>3500</b>	<b>Street Maintenance Total</b>	<b>477,045</b>	<b>498,704</b>	<b>24,343</b>	<b>105,209</b>	<b>21.10%</b>	<b>104,358</b>	<b>0.82%</b>
<b>3600</b>	<b>Storm Drain Maintenance</b>							
603100	Emergency Maintenance Services	10,000	10,000	-	-	0.00%	-	0.00%
608155	Storm Water Monitor Program	160,800	161,365	1,843	7,110	4.41%	4,493	58.25%
<b>3600</b>	<b>Storm Drain Maintenance Total</b>	<b>170,800</b>	<b>171,365</b>	<b>1,843</b>	<b>7,110</b>	<b>4.15%</b>	<b>4,493</b>	<b>58.25%</b>
<b>6300</b>	<b>Graffiti Abatement</b>							
501110	Salaries-Regular	61,650	61,650	1,752	8,949	14.52%	8,897	0.58%
501115	Salaries-Overtime	6,000	6,000	856	2,350	39.17%	2,890	-18.69%
502100	Retirement Charges	10,640	10,640	327	1,682	15.81%	2,315	-27.34%
502105	Workers Comp Insurance	915	915	29	149	16.28%	176	-15.34%
502110	Health/Life Insurance	6,450	6,450	111	608	9.43%	1,852	-67.17%
502111	Medical In-Lieu Pay	1,890	1,890	158	554	29.31%	-	100.00%
502115	Unemployment Insurance	235	235	-	9	3.83%	-	100.00%
502120	Medicare/FICA	870	870	40	172	19.77%	171	0.58%
502130	Other Benefit Charges	15	15	2	8	53.33%	84	-90.48%
602140	Materials & Supplies	25,000	25,000	3,178	6,502	26.01%	5,066	28.35%
603105	Equipment Maintenance	5,000	5,000	92	92	1.84%	-	100.00%
612105	Vehicle Replacement Charge	11,135	11,135	928	3,712	33.34%	3,425	8.38%
<b>6300</b>	<b>Graffiti Abatement Total</b>	<b>129,800</b>	<b>129,800</b>	<b>7,473</b>	<b>24,787</b>	<b>19.10%</b>	<b>24,876</b>	<b>-0.36%</b>
<b>TOTAL PUBLIC WORKS</b>		<b>\$ 3,074,735</b>	<b>\$ 3,099,535</b>	<b>\$ 237,643</b>	<b>\$ 785,942</b>	<b>25.36%</b>	<b>\$ 863,765</b>	<b>-9.01%</b>

\* = Actual data is reported through October.

**Community Development-Landavazo  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24		FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>4000</b>	<b>Community Development Administration</b>							
501110	Salaries-Regular	\$ 242,125	\$ 236,115	\$ 12,358	\$ 49,254	20.86%	\$ 54,625	-9.83%
502100	Retirement Charges	42,145	41,685	2,604	10,394	24.93%	13,912	-25.29%
502105	Workers Comp Insurance	3,460	3,460	206	823	23.79%	1,005	-18.11%
502110	Health/Life Insurance	20,225	19,945	801	2,805	14.06%	3,420	-17.98%
502111	Medical In-Lieu Pay	4,200	2,315	16	58	2.51%	-	100.00%
502115	Unemployment Insurance	425	425	-	-	0.00%	-	0.00%
502120	Medicare/FICA	3,290	3,225	179	715	22.17%	772	-7.38%
502125	Leave Disbursals	-	-	-	-	0.00%	-	0.00%
502130	Other Benefit Charges	30	30	11	44	146.67%	481	-90.85%
602110	Office Expense	2,500	2,500	-	-	0.00%	354	-100.00%
602120	Books/Periodicals	1,200	1,200	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	0.00%
607115	Training	1,200	1,200	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	1,045	1,045	87	348	33.30%	322	8.07%
612115	Liability Insurance Charge	66,445	66,445	-	56,074	84.39%	48,358	15.96%
702100	Office Furniture	-	-	-	-	0.00%	217	-100.00%
<b>4000</b>	<b>Community Development Administration To</b>	<b>389,890</b>	<b>381,190</b>	<b>16,262</b>	<b>120,515</b>	<b>31.62%</b>	<b>123,466</b>	<b>-2.39%</b>
<b>4100</b>	<b>Planning</b>							
501110	Salaries-Regular	358,595	358,595	16,454	65,817	18.35%	51,228	28.48%
501115	Salaries-Overtime	1,200	1,200	-	150	12.50%	160	-6.25%
501125	Salaries-Appointed	9,000	9,000	692	2,769	30.77%	2,562	8.08%
502100	Retirement	65,970	65,970	3,117	12,467	18.90%	12,676	-1.65%
502105	Workers Comp Insurance	5,635	5,635	275	1,099	19.50%	944	16.42%
502110	Health/Life Insurance	51,160	51,160	2,359	8,258	16.14%	6,739	22.54%

\* = Actual data is reported through October.

**Community Development-Landavazo  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>4100</b>	<b>Planning, Continued</b>							
502111	Medical In-Lieu Pay	-	-	16	54	0.00%	350	-84.57%
502115	Unemployment Insurance	1,120	1,120	-	-	0.00%	137	-100.00%
502120	Medicare/FICA	5,280	5,280	248	994	18.83%	779	27.60%
502130	Other Benefit Charges	805	805	15	59	7.33%	451	-86.92%
602110	Office Expense	-	-	-	-	0.00%	31	-100.00%
602115	Postage	500	500	166	(150)	-30.00%	(181)	17.13%
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	8,200	8,200	-	-	0.00%	-	0.00%
607115	Training	1,050	1,050	-	105	10.00%	-	100.00%
608105	Professional Services	-	207,605	-	-	0.00%	11,590	-100.00%
608135	Microfilming	4,000	-	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	2,025	2,025	169	675	33.33%	623	8.35%
<b>4100</b>	<b>Planning Total</b>	<b>515,740</b>	<b>719,345</b>	<b>23,511</b>	<b>92,297</b>	<b>12.83%</b>	<b>88,089</b>	<b>4.78%</b>
<b>4200</b>	<b>Building Regulation</b>							
501110	Salaries-Regular	138,300	54,520	4,085	16,339	29.97%	12,958	26.09%
501115	Salaries-Overtime	-	-	-	42	0.00%	-	100.00%
502100	Retirement	25,975	18,845	774	3,095	16.42%	3,008	2.89%
502105	Workers Comp Insurance	2,160	2,160	68	273	12.64%	238	14.71%
502110	Health/Life Insurance	22,625	1,255	104	364	29.00%	1,852	-80.35%
502111	Medical In-Lieu Pay	4,200	4,200	350	1,225	29.17%	66	1756.06%
502115	Unemployment Insurance	450	450	-	-	0.00%	-	0.00%
502120	Medicare/FICA	2,030	835	64	255	30.54%	189	34.92%
502130	Other Benefit Charges	30	30	4	15	50.00%	114	-86.84%
602115	Postage	200	200	23	85	42.50%	52	63.46%
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	0.00%

\* = Actual data is reported through October.

Community Development-Landavazo  
October 2023 General Fund Expenditures (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>4100</b>	<b>Building Regulation, Continued</b>							
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	0.00%
607115	Training	1,000	1,000	-	35	3.50%	-	100.00%
608115	Inspection Services	280,250	393,725	-	-	0.00%	-	0.00%
608120	Plan Checking Services	110,000	110,000	-	-	0.00%	-	0.00%
608135	Microfilming	4,000	-	-	-	0.00%	-	0.00%
611116	Payment to Other Agencies	2,250	2,250	-	319	14.18%	93	243.01%
612105	Vehicle Replacement Charge	6,020	6,020	502	2,007	33.34%	3,703	-45.80%
<b>4200</b>	<b>Building Regulation Total</b>	<b>602,190</b>	<b>598,190</b>	<b>5,974</b>	<b>24,054</b>	<b>4.02%</b>	<b>22,273</b>	<b>8.00%</b>
<b>4400</b>	<b>Economic Development</b>							
607100	Membership/Dues	2,000	2,000	-	319	15.95%	570	-44.04%
607110	Travel/Conference/Meetings	-	-	-	-	0.00%	137	-100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	0.00%
608100	Contractual Services	3,000	3,000	-	-	0.00%	-	0.00%
609100	Special Events	5,000	5,000	-	-	0.00%	-	0.00%
<b>4400</b>	<b>Economic Development Total</b>	<b>12,500</b>	<b>12,500</b>	<b>-</b>	<b>319</b>	<b>2.55%</b>	<b>707</b>	<b>-54.88%</b>
<b>TOTAL COMMUNITY DEVELOPMENT</b>		<b>\$ 1,520,320</b>	<b>\$ 1,711,225</b>	<b>\$ 45,747</b>	<b>\$ 237,185</b>	<b>13.86%</b>	<b>\$ 234,535</b>	<b>1.13%</b>

\* = Actual data is reported through October.

**Community Service - Bobadilla**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>5000</b>	<b>Public Information Office</b>							
501110	Salaries-Regular	\$ 87,480	\$ 87,480	\$ 6,481	\$ 25,923	29.63%	\$ 23,515	10.24%
502100	Retirement Charges	15,800	15,800	1,228	4,910	31.08%	5,813	-15.53%
502105	Workers Comp Insurance	1,340	1,340	108	433	32.31%	433	0.00%
502110	Health/Life Insurance	3,455	3,455	279	977	28.28%	916	6.66%
502111	Medical In-Lieu Pay	4,200	4,200	350	1,225	29.17%	1,225	0.00%
502115	Unemployment Insurance	280	280	-	-	0.00%	116	-100.00%
502120	Medicare/FICA	1,315	1,315	99	394	29.96%	359	9.75%
502130	Other Benefit Charges	20	20	(9)	9	45.00%	207	-95.65%
602113	Social Media	2,500	2,500	65	601	24.04%	1,295	-53.59%
607100	Membership/Dues	250	250	-	275	110.00%	-	100.00%
608105	Professional Services	-	80,200	5,000	35,000	43.64%	-	100.00%
<b>5000</b>	<b>Public Information Office</b>	<b>116,640</b>	<b>196,840</b>	<b>13,601</b>	<b>69,747</b>	<b>35.43%</b>	<b>33,879</b>	<b>105.87%</b>
<b>5100</b>	<b>Community Services Administration</b>							
501110	Salaries-Regular	352,685	352,685	24,977	99,709	28.27%	86,293	15.55%
501120	Salaries-Part Time	23,185	23,185	999	4,385	18.91%	626	600.48%
502100	Retirement	68,035	68,035	5,625	22,476	33.04%	23,668	-5.04%
502105	Workers Comp Insurance	5,405	5,405	434	1,738	32.16%	1,631	6.56%
502110	Health/Life Insurance	31,020	31,020	2,511	8,788	28.33%	7,828	12.26%
502111	Medical In-Lieu Pay	6,600	6,600	546	1,935	29.32%	1,563	23.80%
502115	Unemployment Insurance	840	840	-	-	0.00%	-	0.00%
502120	Medicare/FICA	5,135	5,135	373	1,495	29.11%	1,228	21.74%
502130	Other Benefit Charges	190	190	23	94	49.47%	761	-87.65%
602100	Special Dept Expense	15,600	15,600	644	3,067	19.66%	2,779	10.36%
602110	Office Expense	3,185	3,185	1,077	1,444	45.34%	770	87.53%
602115	Postage	600	600	224	228	38.00%	214	6.54%
603110	Building Maintenance	11,450	11,450	450	1,350	11.79%	1,350	0.00%

\* = Actual data is reported October.

Community Service - Bobadilla  
October 2023 General Fund Expenditures (33% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>5100</b>	<b>Community Services Administration, Continued</b>							
607100	Membership/Dues	550	550	55	170	30.91%	-	100.00%
607115	Training	6,135	6,135	20	166	2.71%	4,093	95.94%
609100	Special Events	71,600	73,350	637	3,223	4.39%	5,902	-45.39%
612105	Vehicle Replacement Charge	14,025	14,025	1,169	4,675	33.33%	4,315	8.34%
612115	Liability Insurance Charge	44,160	44,160	-	37,267	84.39%	67,432	-44.73%
<b>5100</b>	<b>Community Services Administratic</b>	<b>660,400</b>	<b>662,150</b>	<b>39,764</b>	<b>192,210</b>	<b>29.03%</b>	<b>210,453</b>	<b>-8.67%</b>
<b>5200</b>	<b>Community Center Operations</b>							
501110	Salaries-Regular	39,300	39,300	4,274	9,217	23.45%	8,568	7.57%
501120	Salaries-Part Time	61,140	61,140	2,866	9,887	16.17%	15,836	-37.57%
502100	Retirement	15,240	15,240	810	2,022	13.27%	3,169	-36.19%
502105	Workers Comp Insurance	1,555	1,555	119	319	20.51%	449	-28.95%
502110	Health/Life Insurance	6,010	6,010	869	2,546	42.36%	1,133	124.71%
502111	Medical In-Lieu Pay	930	930	69	346	37.20%	872	-60.32%
502115	Unemployment Insurance	460	460	37	126	27.39%	-	100.00%
502120	Medicare/FICA	1,430	1,430	105	282	19.72%	366	-22.95%
502130	Other Benefit Charges	140	140	6	17	12.14%	83	-79.52%
602100	Special Dept Expense	4,000	4,000	284	644	16.10%	1,539	-58.15%
602110	Office Expense	1,000	1,000	-	66	6.60%	166	-60.24%
603110	Building Maintenance	3,400	3,400	-	-	0.00%	679	-100.00%
608105	Professional Services	-	158,180	-	5,303	3.35%	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	0.00%	132	-100.00%
<b>5200</b>	<b>Community Center Operations</b>	<b>134,605</b>	<b>292,785</b>	<b>9,439</b>	<b>30,775</b>	<b>10.51%</b>	<b>32,992</b>	<b>-6.72%</b>
<b>5300</b>	<b>Park Operations</b>							
501110	Salaries-Regular	81,625	81,625	6,046	24,183	29.63%	23,066	4.84%
501115	Salaries-Overtime	-	-	-	992	0.00%	441	124.94%
501120	Salaries-Part Time	225,650	225,650	17,237	68,969	30.56%	46,506	48.30%

\* = Actual data is reported October.

**Community Service - Bobadilla**  
**October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>5300</b>	<b>Park Operations , Continued</b>							
502100	Retirement	14,300	14,300	1,145	4,581	32.03%	5,702	-19.66%
502105	Workers Comp Insurance	4,685	4,685	389	1,556	33.21%	1,280	21.56%
502110	Health/Life Insurance	13,010	13,010	878	3,075	23.64%	2,901	6.00%
502111	Medical In-Lieu Pay	5,300	5,300	463	1,667	31.45%	596	179.70%
502115	Unemployment Insurance	2,685	2,685	-	106	3.95%	196	-45.92%
502120	Medicare/FICA	4,445	4,445	344	1,389	31.25%	1,023	35.78%
502130	Other Benefit Charges	1,665	1,665	21	84	5.05%	226	-62.83%
602100	Special Dept Expense	4,000	4,000	43	1,155	28.88%	129	795.35%
602110	Office Expense	3,000	3,000	46	78	2.60%	81	-3.70%
<b>5300</b>	<b>Park Operations</b>	<b>360,365</b>	<b>360,365</b>	<b>26,612</b>	<b>107,835</b>	<b>29.92%</b>	<b>82,147</b>	<b>31.27%</b>
<b>5400</b>	<b>Senior Citizens Programs</b>							
501110	Salaries-Regular	19,650	19,650	-	-	0.00%	5,449	-100.00%
501120	Salaries-Part Time	46,455	46,455	3,161	15,550	33.47%	8,780	77.11%
502100	Retirement	3,575	3,575	-	-	0.00%	1,347	-100.00%
502105	Workers Comp Insurance	985	985	53	260	26.40%	262	-0.76%
502110	Health/Life Insurance	3,130	3,130	-	-	0.00%	721	-100.00%
502111	Medical In-Lieu Pay	960	960	92	369	38.44%	407	-9.34%
502115	Unemployment Insurance	415	415	-	-	0.00%	-	0.00%
502120	Medicare/FICA	920	920	47	231	25.11%	212	8.96%
502130	Other Benefit Charges	245	245	3	14	5.71%	52	-73.08%
609200	Senior Citizen Program	1,200	1,200	13	33	2.75%	184	-82.07%
<b>5400</b>	<b>Senior Citizens Programs</b>	<b>77,535</b>	<b>77,535</b>	<b>3,369</b>	<b>16,457</b>	<b>21.23%</b>	<b>17,414</b>	<b>-5.50%</b>

\* = Actual data is reported October.

Community Service - Bobadilla  
October 2023 General Fund Expenditures (33% of year)

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>5500</b>	<b>Recreation Programs</b>							
602110	Office Expense	1,200	1,200	-	291	24.25%	-	100.00%
602115	Postage	10,030	10,030	-	3,881	38.69%	3,487	11.30%
602150	Recreation Brochure Mailing	30,600	30,600	-	10,028	32.77%	9,466	5.94%
608150	Contractual Recreation Program	63,400	63,400	777	29,293	46.20%	7,650	282.92%
<b>5500</b>	<b>Recreation Programs</b>	<b>105,230</b>	<b>105,230</b>	<b>777</b>	<b>43,493</b>	<b>41.33%</b>	<b>20,603</b>	<b>111.10%</b>
<b>TOTAL COMMUNITY SERVICES</b>		<b>\$ 1,454,775</b>	<b>\$ 1,694,905</b>	<b>\$ 93,562</b>	<b>\$ 460,517</b>	<b>27.17%</b>	<b>\$ 397,488</b>	<b>15.86%</b>

\* = Actual data is reported October.



**Transfers to Other Funds-Bannigan  
October 2023 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1600</b>	<b>Non-Departmental</b>							
800250	Transfer to FACT Grant	\$ 46,865	\$ 46,865	\$ 783	\$ 7,190	15.34%	\$ 20,607	-65.11%
800251	Transfer to Senior Transportation Fund	9,420	9,420	-	69	0.73%	3,043	-97.73%
800280	Transfer to SCP Maintenance Fund	64,775	64,775	5,398	21,592	33.33%	19,733	9.42%
800305	Transfer to Capital Projects Fund	660,000	1,484,916	-	4,345	0.29%	-	100.00%
	<b>TOTAL TRANSFERS OUT</b>	<b>\$ 781,060</b>	<b>\$ 1,605,976</b>	<b>\$ 6,181</b>	<b>\$ 33,196</b>	<b>2.07%</b>	<b>\$ 43,383</b>	<b>-23.48%</b>

\* = Actual data is reported through October.

# ATTACHMENT C

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**City of Stanton  
GENERAL FUND  
DISCRETIONARY FUND BALANCE**

	Balance 7/1/2023 (A)	Fiscal Year 2023/24 Increase (Decrease)	Adjustments	Projected Ending Balance 6/30/2024
<b>GENERAL FUNDS</b>				
<b>General Fund (#101)</b>				
Unassigned	\$ 13,485,100	\$ 494,087	\$ -	\$ 13,979,187
Reserve - Continuing Appropriations (Carryovers)	1,328,850	(1,328,850)	-	-
Reserve - Prepaid Items	150,707	(150,707)	-	-
Reserve - Economic Uncertainty <sup>(1)</sup>	6,000,000	-	-	6,000,000
Reserve - Emergency Disaster Continuity <sup>(1)</sup>	3,000,000	-	-	3,000,000
Reserve - Capital Improvement <sup>(1)</sup>	5,000,000	-	-	5,000,000
Reserve -Equipment and Maintenance <sup>(1)</sup>	150,000	-	-	150,000
Reserve -Technology Equipment <sup>(1)</sup>	150,000	-	-	150,000
Committed by Developer Agreements for Public Benefit/Public Facilities <sup>(2)</sup>	1,507,796	-	-	1,507,796
Committed by Developer Agreements for Beautification Projects <sup>(2)</sup>	190,000	-	-	190,000
Committed by Developer Agreements for Neighborhood Preservation <sup>(2)</sup>	108,000	-	-	108,000
Assigned for Special Projects <sup>(3)</sup>	4,975,672	(2,526,450)	-	2,449,222
<b>Total General Fund</b>	<b>36,046,125</b>	<b>(3,511,920)</b>	<b>-</b>	<b>32,534,205</b>
<b>Transaction &amp; Use Tax Fund (#102)</b>				
Unassigned	868,256	-	-	868,256
<b>Total Transaction &amp; Use Tax Fund</b>	<b>868,256</b>	<b>-</b>	<b>-</b>	<b>868,256</b>
<b>TOTAL</b>	<b>\$ 36,914,381</b>	<b>\$ (3,511,920)</b>	<b>\$ -</b>	<b>\$ 33,402,461</b>

**Notes:**

(A) - Pending completion of fiscal year end close and City's annual financial statement audit.

(1) - Per City Council Reserve Policy adopted annually.

(2) - Pursuant to approved developer agreements, this amount represents public benefit fees the City received that should be used for the following projects relating to: public facilities, neighborhood preservation, and city beautification/enhancement.

(3) - Assigned by City Council on June 13, 2023.

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**HOUSING AUTHORITY FUND (#285)  
October 2023 Revenues and Expenditures (33% of year)**

Account No.	Description	FY 2023/24							% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During October	Year to Date Actual *	% of Budget	FY 2022/23 Actual *		
<b>REVENUES</b>									
435100	Interest	\$ 25,000	\$ 25,000	\$ -	\$ 89,247	356.99%	\$ 50,975	75.08%	
435110	Unrealized Gains/Losses	-	-	18,221	72,149	0.00%	(25,853)	379.07%	
436140	Tina Way/Pacific Ave. Property Rent	620,000	620,000	53,527	212,891	34.34%	225,889	-5.75%	
<b>TOTAL REVENUES</b>		<b>\$ 645,000</b>	<b>\$ 645,000</b>	<b>\$ 71,748</b>	<b>\$ 374,287</b>	<b>58.03%</b>	<b>\$ 251,011</b>	<b>49.11%</b>	
<b>EXPENDITURES AND OTHER USES</b>									
<b>Salaries and Benefits</b>									
501110	Salaries-Regular	142,795	143,680	9,907	39,845	27.73%	42,306	-5.82%	
501115	Salaries-Overtime	-	-	-	-	0.00%	16	-100.00%	
501120	Salaries-Part-Time	2,435	2,435	176	677	27.80%	586	15.53%	
502100	Retirement	25,990	25,990	2,088	8,397	32.31%	11,473	-26.81%	
502105	Workers' Compensation	2,160	2,160	111	677	31.34%	789	-14.20%	
502110	Health/Life Insurance	14,425	14,425	1,202	4,159	28.83%	4,019	3.48%	
502111	Medical in Lieu	470	470	9	34	7.23%	152	-77.63%	
502115	Unemployment Insurance	250	250	1	11	4.40%	53	-79.25%	
502120	Medicare/FICA	1,965	1,980	134	539	27.22%	573	-5.93%	
502130	Other Benefits	30	30	9	36	120.00%	373	-90.35%	
<b>Total-Salaries and Benefits</b>		<b>190,520</b>	<b>191,420</b>	<b>13,637</b>	<b>54,375</b>	<b>28.41%</b>	<b>60,340</b>	<b>-9.89%</b>	
<b>Maintenance and Operations</b>									
602100	Special Dept Expense	500	500	-	-	0.00%	-	0.00%	
602115	Postage	500	500	-	28	5.60%	-	100.00%	
602130	Clothing	2,500	2,500	-	224	8.96%	-	100.00%	
602140	Materials and Supplies	2,500	2,500	168	1,487	59.48%	638	133.07%	
604105	Utilities	60,000	60,000	3,911	11,912	19.85%	17,828	-33.18%	
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	0.00%	
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	0.00%	
607115	Training	2,500	2,500	-	-	0.00%	-	0.00%	
608100	Contractual Services	23,000	23,000	1,355	5,420	23.57%	6,179	-12.28%	
608105	Professional Services	328,875	328,875	-	79,298	24.11%	23,791	233.31%	
610130	Tina Pacific Operating Expense (QMG)	243,825	243,825	11,232	72,488	29.73%	54,655	32.63%	

HOUSING AUTHORITY FUND (#285)  
October 2023 Revenues and Expenditures (33% of year)

Account No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual *	% Change From Prior Year
				Activity During October	Year to Date Actual *	% of Budget		
<b>Maintenance and Operations , Continued</b>								
610131	Bad Debt Expense (QMG)	40,000	40,000	5,720	15,378	38.45%	20,920	-26.49%
610135	Relocation Assistance	40,000	40,000	795	5,200	13.00%	9,922	-47.59%
610230	Navigation Center (North SPA)	95,000	95,000	-	-	0.00%	-	0.00%
611110	O.C. Sanitation User Fee	24,000	24,000	-	-	0.00%	19,484	-100.00%
<b>Total-Maintenance and Operations</b>		<b>869,000</b>	<b>869,000</b>	<b>23,181</b>	<b>191,435</b>	<b>22.03%</b>	<b>153,417</b>	<b>24.78%</b>
<b>Allocated Charges</b>								
612105	Vehicle Replacement Charge	12,305	12,305	1,025	4,102	33.34%	1,935	111.99%
612115	Liability Insurance Charge	8,690	8,690	-	7,334	84.40%	6,540	12.14%
612140	Information Technology Charge	19,215	19,215	1,601	6,405	33.33%	6,072	5.48%
614205	Admin Overhead	20,980	20,980	1,008	5,849	27.88%	8,146	-28.20%
<b>Total-Allocated Charges</b>		<b>61,190</b>	<b>61,190</b>	<b>3,634</b>	<b>23,690</b>	<b>38.72%</b>	<b>22,693</b>	<b>4.39%</b>
<b>Capital Outlay</b>								
760100	Demolition/Condemnation	100,000	100,000	-	-	0.00%	93,800	-100.00%
<b>Total-Capital Outlay</b>		<b>100,000</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>93,800</b>	<b>-100.00%</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 1,220,710</b>	<b>\$ 1,221,610</b>	<b>\$ 40,452</b>	<b>\$ 269,500</b>	<b>22.06%</b>	<b>\$ 330,250</b>	<b>-18.40%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>		<b>\$ (575,710)</b>	<b>\$ (576,610)</b>	<b>\$ 31,296</b>	<b>\$ 104,787</b>		<b>\$ (79,239)</b>	

\* = Actual data is reported through October.

# ATTACHMENT E

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## **Housing Authority Fund (Fund 285) - Fund Balance Status**

Available Fund Balance as of June 30, 2023	\$ 9,838,499
Estimated increase (decrease) of fund balance during Fiscal Year 2023-24	<u>(576,610)</u>
<b>Projected Available Fund Balance as of June 30, 2024</b>	<b><u><u>\$ 9,261,889</u></u></b>

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CITY OF STANTON  
FY 2023/24  
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)  
JULY 1, 2023 THROUGH OCTOBER 31, 2023

Task Code	Description	Adopted Budget 2023/24	FY 2022/23 Budget Carryover	Other Budget Adjustments	Amended Budget 2023/24	YTD Actual 2023/24	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
<b>Street Projects</b>									
2022-102	Citywide Street Sign Replacement	\$ -	\$ 149,490	\$ -	\$ 149,490	\$ -	\$ 15,300	10.2%	\$ 134,190
2023-101	Citywide Street Rehabilitation (FY 2022/23) Catch Basin Connector Pipe Screen	-	2,013,050	-	2,013,050	914	36,004	1.8%	1,976,132
2023-103	Installations (FY 2022/23)	-	69,935	7,000	76,935	643	74,000	97.0%	2,292
2024-101	Citywide Street Rehabilitation (FY 2023/24)	1,690,000	-	-	1,690,000	-	134,535	8.0%	1,555,465
2024-102	Cerritos Avenue Resurfacing	930,000	-	-	930,000	1,406	-	0.2%	928,594
<b>Total Street Projects</b>		<b>\$ 2,620,000</b>	<b>\$ 2,232,475</b>	<b>\$ 7,000</b>	<b>\$ 4,859,475</b>	<b>\$ 2,963</b>	<b>\$ 259,839</b>	<b>5.4%</b>	<b>\$ 4,596,673</b>
<b>Parks Projects</b>									
2021-201	Park Master Plan	\$ -	\$ 8,306	\$ -	\$ 8,306	\$ (1,954)	\$ -	0.0%	\$ 10,260
2022-201	Family Resource Center Improvements (Phase 1)	-	196,639	-	196,639	109,741	89,916	101.5%	(3,018)
2022-204	Norm Ross Sports Park	2,000,000	7,566,660	-	9,566,660	68,441	518,400	6.1%	8,979,819
2022-205	Replace Shade Structure at Stanton Central Park	-	58,360	-	58,360	306	-	0.5%	58,054
2022-206	Premier Park Renovation	840,000	764,875	-	1,604,875	3,493	22,449	1.6%	1,578,933
2022-820	Stanton Park Adult Fitness Equipment	90,000	84,090	-	174,090	-	15,000	8.6%	159,090
2022-833	Stanton Park Refresh	-	410,000	-	410,000	-	-	0.0%	410,000
2023-201	Family Resource Center Improvements (Phase 2)	150,000	203,055	-	353,055	306	93,314	26.5%	259,435
2024-601	Stanton Central Park Lighting Project	76,000	-	-	76,000	-	-	0.0%	76,000
<b>Total Parks Projects</b>		<b>\$ 3,156,000</b>	<b>\$ 9,291,985</b>	<b>\$ -</b>	<b>\$ 12,447,985</b>	<b>\$ 180,333</b>	<b>\$ 739,079</b>	<b>7.4%</b>	<b>\$ 11,528,573</b>
<b>Sewer</b>									
2022-301	Sewer Master Plan Update	\$ -	\$ 488,200	\$ -	\$ 488,200	\$ 54,589	\$ 430,136	99.3%	\$ 3,475
2024-301	Annual Sewer Rehabilitation (FY 2023/24)	550,000	-	-	550,000	-	-	0.0%	550,000
<b>Total Sewer</b>		<b>\$ 550,000</b>	<b>\$ 488,200</b>	<b>\$ -</b>	<b>\$ 1,038,200</b>	<b>\$ 54,589</b>	<b>\$ 430,136</b>	<b>46.7%</b>	<b>\$ 553,475</b>
<b>Facilities</b>									
2022-834	City Fire Alarm Upgrade Project	\$ -	\$ 173,015	\$ -	\$ 173,015	\$ -	\$ 172,888	99.9%	\$ 127
2022-839	ADA Transition Plan	-	33,595	-	33,595	4,345	28,550	97.9%	700
2023-603	Stanton Community Center Improvements	-	500,000	-	500,000	-	261,994	52.4%	238,006
<b>Total Facilities</b>		<b>\$ -</b>	<b>\$ 706,610</b>	<b>\$ -</b>	<b>\$ 706,610</b>	<b>\$ 4,345</b>	<b>\$ 463,432</b>	<b>66.2%</b>	<b>\$ 238,833</b>
<b>Storm Drain</b>									
2024-801	Storm Drain Master Plan	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -	0.0%	\$ 600,000
2024-802	Stanford Avenue Storm Drain Repair	60,000	-	-	60,000	-	-	0.0%	60,000
<b>Total Storm Drain</b>		<b>\$ 660,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 660,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 660,000</b>
<b>GRAND TOTAL</b>		<b>\$ 6,986,000</b>	<b>\$ 12,719,270</b>	<b>\$ 7,000</b>	<b>\$ 19,712,270</b>	<b>\$ 242,230</b>	<b>\$ 1,892,486</b>	<b>10.8%</b>	<b>\$ 17,577,554</b>

CITY OF STANTON  
FY 2023/24  
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)  
JULY 1, 2023 THROUGH OCTOBER 31, 2023

Task Code	Description	Adopted Budget 2023/24	FY 2022/23 Budget Carryover	Other Budget Adjustments	Amended Budget 2023/24	YTD Actual 2023/24	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
<b>Funding Source</b>									
101	General Fund Assigned Fund Balance	\$ 660,000	\$ 824,916	\$ -	\$ 1,484,916	\$ 4,345	\$ 201,438	13.9%	\$ 1,279,133
211	Gas Tax Fund	638,710	286,240	7,000	931,950	643	33,300	3.6%	898,007
215	RMRA Fund	956,695	983,465	-	1,940,160	-	-	0.0%	1,940,160
220	Measure M Turnback Fund	824,595	906,770	-	1,731,365	2,320	170,539	10.0%	1,558,506
221	CDBG-CV Grant Fund	-	500,000	-	500,000	-	261,994	52.4%	238,006
227	Other Grants Fund	276,000	8,027,691	-	8,303,691	68,441	667,714	8.9%	7,567,536
305	Capital Projects Fund (Reserves)	-	89,360	-	89,360	306	15,000	17.1%	74,054
310	Park In-Lieu Fund	3,080,000	612,628	-	3,692,628	111,586	112,365	6.1%	3,468,677
501	Sewer Maintenance Fund	440,155	488,200	-	928,355	54,589	430,136	52.2%	443,630
502	Sewer Capital Improvement Fund	109,845	-	-	109,845	-	-	0.0%	109,845
<b>GRAND TOTAL</b>		<b>\$ 6,986,000</b>	<b>\$ 12,719,270</b>	<b>\$ 7,000</b>	<b>\$ 19,712,270</b>	<b>\$ 242,230</b>	<b>\$ 1,892,486</b>	<b>10.8%</b>	<b>\$ 17,577,554</b>

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: APPROVE REVISED BUDGET ADJUSTMENTS POLICY  
(ADMINISTRATIVE POLICY NO. IV-4-2)**

#### **REPORT IN BRIEF:**

The City's Budget Adjustments Policy (Administrative Policy No. IV-4-2) was last approved on September 25, 2007, and neither incorporates modern best practices nor reflects the City's current practices. The proposed policy has been updated to be consistent with the authorizations approved by the City Council with the adoption of the City's annual operating and capital budget (Resolution No. 2023-19).

#### **RECOMMENDED ACTIONS:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the revised Budget Adjustments Policy (Administrative Policy No. IV-4-2) (Attachment A).

#### **BACKGROUND:**

The City's Administrative Rules & Regulations Manual is designed to identify, document, and put into narrative form the City's interdepartmental administrative policies and procedures. It serves as a comprehensive guide for administrative actions and provides a framework for delegated authorities and assigned responsibilities. The manual was designed as a "living" document and, as such, should be amended, changed, and altered as conditions and circumstances warrant.

The Budget Adjustments Policy was established on September 25, 2007, over sixteen years ago. The purpose of the policy is to establish procedures and authorization levels for when departments may need to propose adjustments to their operating and capital budgets during the fiscal year. Attachment B provides a redlined version of the proposed changes to the policy. The proposed changes essentially align the current policy and procedures with the City's current practice. For example, the authorizations outlined in



the revised policy are consistent with the authorizations for budget transfers the City Council approves annually in its resolution approving the adoption of the City's annual operating and capital budget, with the following exceptions:

- The revised policy does not require City Manager approval for budget adjustment requests that are \$1,000 or less.
- Any budget adjustment request that includes the utilization of salary savings will need Human Resources Manager approval.
- The City Manager can approve budget adjustment requests between capital improvement projects within the same fund when the amount is \$10,000 or less.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**Prepared by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Administrative Policy No. IV-4-2, Budget Adjustments
- B. Administrative Policy No. IV-4-2, Budget Adjustments (red-lined version)

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> IV-4-2
	<b>Date</b> 12/12/23
<b>SUBJECT: BUDGET ADJUSTMENTS (1 of 3)</b>	<b>Authority</b> City Council
	<b>Administrator</b> Finance
<p><b>Purpose:</b> To establish a policy and common procedures to be used by departments to propose and justify modifications in their budget due to changes in revenues and/or the expenditure program during the fiscal year.</p> <p><b>Policy:</b> The City Manager and, when necessary, the City Council, may consider requests for changes in the budget during the fiscal year that have been properly submitted by departments and which are necessitated by changes in circumstances unforeseen at the time of the original budget approval.</p> <p>The department heads are expected to maintain control of expenditures in order to properly administer their programs. When events occur that require a modification in a budget, the department head should take immediate action to request changes in the budget to reflect the changed situation.</p> <p><b>Criteria:</b></p> <p><i>Any budget adjustment which requests the use of salary savings requires approval from the Human Resources Manager.</i></p> <p><i>Budget adjustment which requires only Finance Director approval upon Department Director (and Human Resources Manager, when applicable) approval:</i></p> <ul style="list-style-type: none"> <li>• A transfer of funds from account to account within the same department and fund involving an amount of \$1,000 or less.</li> </ul> <p><i>Budget adjustment which requires City Manager approval upon Finance Director (and Human Resources Manager, when applicable) recommendation:</i></p> <ul style="list-style-type: none"> <li>• An increase in total appropriations in a fund for a specific purpose when the appropriation is offset by unbudgeted revenues, which are designated for said specific purpose.</li> <li>• A transfer of funds from account to account within any department within the same fund involving amounts greater than \$1,000.</li> </ul>	

<p><b>CITY OF STANTON ADMINISTRATIVE POLICY</b></p>	<p><b>Number IV-4-2</b></p>
	<p><b>Date 12/12/23</b></p>
<p><b>SUBJECT: BUDGET ADJUSTMENTS (2 of 3)</b></p>	<p><b>Authority City Council</b></p>
	<p><b>Administrator Finance</b></p>
<ul style="list-style-type: none"> <li>• A transfer of funds from department to department within any fund.</li> <li>• An appropriation transfer between capital improvement projects within the same fund when the amount is \$10,000 or less.</li> </ul> <p><i>Budget adjustment which requires City Council approval upon City Manager recommendation:</i></p> <ul style="list-style-type: none"> <li>• An appropriation increases total appropriations in any fund that are not offset by unbudgeted revenues.</li> <li>• An appropriation for any new capital improvement project.</li> <li>• An appropriation transfer between capital improvement projects within the same fund when the amount is \$10,001 or more.</li> </ul> <p><b>Procedure (for adjustments approved administratively):</b></p> <ol style="list-style-type: none"> <li>A. The department requesting a budget adjustment should complete the <i>Budget Adjustment Request Form (Exhibit A)</i> and submit it to the Finance Director. The form should be signed by the Department Director and include an explanation with a reason necessitating the request. In situations where the appropriation is a new appropriation, a revenue source should be indicated.</li> <li>B. The Finance Director shall review the request and if approved, sign the <i>Budget Adjustment Request Form</i> and forward the form to the Human Resources Manager (when applicable) and the City Manager for consideration. Should the Finance Director disapprove the request, they shall state their reasons and return the form to the initiating department.</li> <li>C. The Human Resources Manager and City Manager shall review the request and if approved, sign the <i>Budget Adjustment Request Form</i>, and return the form to the Finance Director. Should either the Human Resources Manager or City Manager disapprove the request, they shall state their reasons and return the form to the Finance Director who will then communicate the denial to the initiating department.</li> </ol>	

<p><b>CITY OF STANTON ADMINISTRATIVE POLICY</b></p>	<p><b>Number IV-4-2</b></p>
	<p><b>Date</b> 12/12/23</p>
<p><b>SUBJECT: BUDGET ADJUSTMENTS (3 of 3)</b></p>	<p><b>Authority</b> City Council</p>
	<p><b>Administrator</b> Finance</p>
<p>D. Upon receipt of the <i>Budget Adjustment Request Form</i> with the required approvals documented on it, the Finance Department will assign a unique number to the budget adjustment and post the budget adjustment in the City’s Finance system. The Finance Department will send an email to the initiating department to notify them the adjustment has been posted.</p> <p><b>Procedure (for adjustments approved by City Council)</b></p> <p>A. The department requesting a budget adjustment should consult with the City Manager regarding their intent to request an appropriation for City Council approval at a future meeting agenda.</p> <p>B. The City Manager shall review the request and approve or deny the request. Should the request be approved, , the initiating department shall prepare a recommendation and arrange for City Council consideration. The recommendation and fiscal impact sections of the staff report shall be reviewed and approved by the Finance Director.</p> <p>C. Upon City Council approval of the appropriation request, the Finance Department shall prepare a <i>Budget Adjustment Request Form</i>, assign a unique number to the budget adjustment, and post the budget adjustment in the City’s Finance system. The Finance Department will send an email to the initiating department to notify them the adjustment has been posted.</p>	

EXHIBIT A

**CITY OF STANTON**

**BUDGET ADJUSTMENT REQUEST FORM**

DATE:	
DEPT:	
Prepared By:	

FOR FINANCE DEPARTMENT USE ONLY				
LOG NO:				
Budget Amendment	Yes		No	
Amendment Date:				

FUND	DIVISION	OBJECT	PROJECT	LEMS	Account Description	Current Budget	Increase (Decrease)

TOTAL IMPACT \$          -

EXPLANATION:

\_\_\_\_\_ Department Director Approval

\_\_\_\_\_ Finance Director Approval

\_\_\_\_\_ Human Resources Approval

\_\_\_\_\_ City Manager Approval

Posted by: \_\_\_\_\_

Date: \_\_\_\_\_

Date

<b>CITY OF STANTON ADMINISTRATIVE POLICY</b>	<b>Number</b> IV-4-2
	<b>Date</b> <a href="#">9/25/0712/12/23</a>
<b>SUBJECT: BUDGET ADJUSTMENTS (1 of 23)</b>	<b>Authority</b> City Council
	<b>Administrator</b> <del>Administrative</del> <del>Services</del> <a href="#">Finance</a>
<p><b>Purpose:</b> To establish a policy and common procedures to be used by departments to propose and justify modifications in their budget due to changes in revenues and/or the expenditure program during the fiscal year.</p> <p><b>Policy:</b> The City Manager and, when necessary, the City Council, may consider requests for changes in the budget during the fiscal year that have been properly submitted by departments and which are necessitated by changes in circumstances unforeseen at the time of the original budget approval.</p> <p>The department heads are expected to maintain control of expenditures in order to properly administer their programs. When events occur that require a modification in a budget, the department head should take immediate action to request changes in the budget to reflect the changed situation.</p> <p><b>Criteria:</b></p> <p><a href="#">Any budget adjustment which requests the use of salary savings requires approval from the Human Resources Manager.</a></p> <p><del>Budget adjustment which requires only <a href="#">Administrative Services Director</a></del><a href="#">Finance Director</a> approval <del>upon Department Director (and Human Resources Manager, when applicable) approval:</del></p> <ul style="list-style-type: none"> <li><del>An appropriation</del><a href="#">A transfer of funds from account to account within the same department and fund between accounts of expense, divisions, and/or departments involving an amount of <del>\$500-1,000</del> or less.</a></li> </ul> <p><del>Budget adjustment which requires City Manager approval upon <a href="#">Administrative Services Director</a></del><a href="#">Finance Director</a> <del>(and Human Resources Manager, when applicable) recommendation:</del></p> <ul style="list-style-type: none"> <li><del>A revenue estimate increase and/or decrease to or from the "Unappropriated Fund Balance" of a fund involving any amount</del><a href="#">An increase in total appropriations in a fund for a specific purpose when the appropriation is offset by unbudgeted revenues, which are designated for said specific purpose.</a></li> </ul>	

- A transfer of funds from account to account within any department within the same fund involving amounts greater than \$1,000. ~~between funds in any amount.~~

~~A transfer of funds from department to department within any fund.~~

- ~~An appropriation transfer between capital improvement projects within the same fund when the amount is \$10,000 or less.~~

~~An appropriation increase or decrease to the "Unappropriated Fund Balance" of a fund involving any amount.~~

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**CITY OF STANTON  
ADMINISTRATIVE POLICY**

**Number**  
IV-4-2

**Date**  
~~9/25/07~~12/12/23

**SUBJECT:**  
**BUDGET ADJUSTMENTS**  
(2 of ~~23~~)

**Authority**  
City Council

**Administrator**  
~~Administrative~~  
~~Services~~Finance

- A transfer of funds from department to department within any fund.
- An appropriation transfer between capital improvement projects within the same fund when the amount is \$10,000 or less.

*Budget adjustment which requires City Council approval upon City Manager recommendation:*

- An appropriation ~~increase~~increases total appropriations in any fund that are not offset by unbudgeted revenues from the "Unappropriated Fund Balance."
- An appropriation ~~increase~~ for any new capital improvement project.
- An appropriation transfer between capital improvement projects within the same fund when the amount is \$10,~~000-001~~ or more.

**Procedure (for adjustments approved administratively):**

- A. The department requesting a budget adjustment should ~~submit a written request and explanation (memo form) complete the Budget Adjustment Request Form (Exhibit A) and submit it to the Administrative Services Director~~Finance Director. The ~~form should be signed by the Department Director and include an explanation should include the amount and the account number(s) along with a reason necessitating the request. In situations where the appropriation is a new appropriation, a revenue source or resource~~ should be indicated.
- B. The ~~Administrative Services Director~~Finance Director shall review the request, ~~and if approved, sign the Budget Adjustment Request Form approve or deny the request,~~ and forward the form to the Human Resources Manager (when applicable) and the City Manager for consideration. Should the ~~Administrative Services Director~~Finance Director disapprove the request, ~~he/she/they~~ shall state ~~his/her/their~~ reasons and return ~~it~~ the form to the initiating department.
- ~~D~~C. The Human Resources Manager and City Manager shall review the request and if approved, sign the Budget Adjustment Request Form, and return the form to the Finance Director, approve or deny the request. Should the request meet the criteria for City Council consideration, the initiating department shall prepare a recommendation and arrange for City Council consideration. Should either the Human Resources Manager or City Manager disapprove the request, they shall state their reasons and return the form to the Finance Director who will then communicate the denial to the initiating department.
- ~~E~~. ~~After final action has been taken by either the City Manager or City Council, the City Manager shall return the complete form along with material information to the Administrative Services Department for final action.~~

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Procedure (for adjustments approved

**CITY OF STANTON**  
**ADMINISTRATIVE POLICY**

**Number**  
**IV-4-2**

**Date**  
**12/12/23**

**SUBJECT:**  
**BUDGET ADJUSTMENTS**  
**(3 of 3)**

**Authority**  
**City Council**

**Administrator**  
**Finance**

D. Upon receipt of the *Budget Adjustment Request Form* with the required approvals documented on it, the Finance Department will assign a unique number to the budget adjustment and post the budget adjustment in the City's Finance system. The Finance Department will send an email to the initiating department to notify them the adjustment has been posted.

**Procedure (for adjustments approved by City Council)**

A. The department requesting a budget adjustment should consult with the City Manager regarding their intent to request an appropriation for City Council approval at a future meeting agenda.

B. The City Manager shall review the request and approve or deny the request. Should the request be approved, the initiating department shall prepare a recommendation and arrange for City Council consideration. The recommendation and fiscal impact sections of the staff report shall be reviewed and approved by the Finance Director.

C. Upon City Council approval of the appropriation request, the Finance Department shall prepare a *Budget Adjustment Request Form*, assign a unique number to the budget adjustment, and post the budget adjustment in the City's Finance system. The Finance Department will send an email to the initiating department to notify them the adjustment has been posted.

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## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RESOLUTION**

#### **REPORT IN BRIEF:**

On November 29, 2023, the Orange County Community Resources Department released a Request for Applications (RFA) for Fiscal Year 2024-2025 Community Development Block Grant projects related to public facilities and improvements (PF&I). In response to the RFA, staff is proposing the Stanton Community/Senior Center Improvement Project. As part of the application process, the City Council must review and authorize Resolution No. 2023-31 authorizing the City Manager to execute the agreement, contract and other documents.

#### **RECOMMENDED ACTION:**

1. City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a “project” as defined by CEQA; and
2. Approve Resolution No. 2023-31 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG program on behalf of the City Council, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY’S PARTICIPATION IN THE FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) WITH THE COUNTY OF ORANGE”.**

#### **BACKGROUND:**

Each year the County of Orange receives funding from the U.S. Department of Housing and Urban Development (HUD) for assistance to low- and moderate-income households through the CDBG program. The County distributes these funds to non-entitlement cities with populations of less than 50,000 residents. The funds are to be used for physical improvements to those areas of the City where at least 43 percent of the population qualify for low- and moderate-income assistance and support programs. The County of Orange only accepts one PF&I application from each of the twelve participating jurisdictions and the

County. It is up to the discretion of the local jurisdiction (City/County) as to what application is submitted from that jurisdiction. City Council review and approval is a required part of the process and a copy of the approved resolution (Resolution No. 2023-31) must be sent to the Orange County Community Resources Department.

Fiscal Year 2024-2025 CDBG funding may increase or decrease based on HUD's final allocation of CDBG funds to the Urban County/OC Community Services. The County of Orange Community Services Department is estimating \$2,400,000 available for PF&I projects for Fiscal Year 2024-2025. As such, each city may only submit one application and receive a maximum of \$350,000 with a required 20% leveraging of other funds. The proposed Fiscal Year 2024-2025 CDBG project application requests \$350,000 in CDBG funds.

### **ANALYSIS/JUSTIFICATION:**

Staff is recommending that the City Council review and approve the proposed project and funding for the Stanton Community/Senior Center Improvement Project. The proposed project requests \$350,000 in CDBG funds, to be matched by the City with \$70,000.

The following provides additional details regarding the proposed project.

- Stanton Community/Senior Center Improvement Project  
The City will use CDBG funds to complete a comprehensive improvement to the Stanton Community/Senior Center facility. The project includes upgrades to enhance ADA compliance, energy efficiency, and upgrades to the building's interior. The project is in a high priority neighborhood facility, serving an area meeting the LMI Benefit National Objective. The project would serve a target population including children, families, seniors, anyone experiencing or at-risk of homelessness, persons with disabilities, and veterans.

Staff is preparing the application package in accordance with CDBG regulations. Proposals will be judged and awarded funding based on goals and objectives outlined in the County's five-year Consolidated Plan with priority given to those projects which assist low and moderate-income families and households, the elderly and disabled. Public Works projects that focus on preserving neighborhoods will also be considered a priority. The goal of the proposed project is to upgrade living conditions, enhance community safety, and help encourage a sense of community pride and public involvement. The proposed project would also satisfy goals and action items contained within the City of Stanton's General Plan by addressing deficiencies in the City's infrastructure.

### **FISCAL IMPACT:**

The City is requesting \$350,000 in CDBG funds. As part of the proposed application, the City would commit to expending \$70,000 from a source to be selected by the City Council once awarded.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be categorically exempt under Section 15301, Class 1 and Section 15332 Class 32.

**PUBLIC NOTIFICATION:**

Public notice for this item was made through the regular agenda process.

**Prepared by:** Zenia Bobadilla, Community Services Director

**Fiscal Impact:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

A. Resolution No. 2023-31

**RESOLUTION NO. 2023-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) WITH THE COUNTY OF ORANGE**

**WHEREAS**, the City of Stanton submitted an application under FY 2024-25 FOR PUBLIC FACILITIES & IMPROVEMENTS REQUEST FOR APPLICATION BID NO. 012-24010605-NC; and

**WHEREAS**, the CDBG Program is a federally funded program administered by the Housing and Urban Development Department (HUD) through grants to forty-nine States; and

**WHEREAS**, the CDBG Program is designed to assist local jurisdictions with projects such as the construction or reconstruction of streets, sewer and storm drain, neighborhood centers, recreation facilities, and with the rehabilitation of public and private buildings; and

**WHEREAS**, the City of Stanton desires to accept the award of CDBG funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG funds.

**NOW, THEREFORE, THE CITY OF STANTON HEREBY RESOLVES AND ORDERS AS FOLLOWS:**

1. The City of Stanton hereby accepts the award of CDBG funds through the County's Urban Counties Program, which will be used to support the City of Stanton's Public Facilities & Improvements Stanton Community/Senior Center Improvement Project under Bid No. 012-24010605-NC.
2. The City of Stanton authorizes the City Manager or his/her designee to execute, for and on behalf of the City of Stanton, the necessary agreements(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG funds under Bid No. 012-24010605-NC.

**ADOPTED, SIGNED AND APPROVED** this 12<sup>th</sup> day of December, 2023.

---

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-31 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on December 12, 2023 and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: AUTHORITY TO ADVERTISE FOR CONSTRUCTION: PREMIER PARK RENOVATION PROJECT AND APPROVAL OF CONTRACT AMENDMENT #1 WITH RJM DESIGN GROUP**

#### **REPORT IN BRIEF:**

The plans and specifications for the Premier Park Renovation Project are complete. The City Engineer is recommending City Council approve the specifications and plans for bidding, subject to revision by the City Engineer and the City Attorney, to ensure the construction contract is awarded in an efficient and timely manner. To ensure construction of the Project is in conformance with the design, staff is recommending approval of a First Amendment to RJM Design Group, Inc.'s to extend the term of their Agreement.

#### **RECOMMENDED ACTIONS:**

1. City Council find that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301 as an alteration of existing public facility and Class 2, Section 15302(c) as reconstruction of existing facility; and
2. Approve the bid specifications and plans, subject to revisions required by the City Engineer and the City Attorney; and
3. Authorize and advertise for bids the Premier Park Renovation Project (Task Code No. 2022-206); and
4. Approve the First Amendment to the existing agreement with RJM Design Group and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
5. Authorize the City Manager to execute the First Amendment to the existing Agreement with RJM Design Group, Inc.

## **BACKGROUND:**

The City obtained a Proposition 68 Grant to renovate Premier Park, located at 8340 Briarwood Street. Premier Park is a 0.90-acre recreational park with a playground, basketball halfcourt, and picnic tables. The existing park needs renovations due to outdated equipment. The City reached out to the community around Premier Park for suggestions for how to improve the park.

The following amenities requested as part of the Premier Park Renovation Project are based on community feedback and staff recommendations:

- Security lighting;
- Shaded seating areas near the playground;
- Walking trail/pathway around the perimeter of the park;
- New treehouse themed playground;
- New swings;
- Play features designed into the rubber surfacing;
- Adult fitness equipment;
- Additional trash and recycling; and
- Drinking fountain with refillable bottle station.

On June 14, 2022, Council awarded a design contract in the amount of \$88,640 to RJM Design Group (RJM) and approved a contingency of \$20,000.

On August 21, 2023, the Parks, Recreation & Community Services Commission received and filed the conceptual plans.

## **ANALYSIS/JUSTIFICATION:**

The plans and specifications for the Premier Park Renovation Project are complete. The engineer's cost estimate for this project is \$1,421,602. The City Engineer is recommending Council approve the plans and specifications for bidding, subject to revisions by the City Engineer and the City Attorney, to ensure a construction contract is awarded in an efficient and timely manner. The plans and specifications are available in the City Engineer's Office for review.

Staff anticipates construction beginning Spring/Summer 2024 dependent upon receipt of necessary equipment, with an estimated timeline of four months.

RJM's current Agreement for the design of the project is set to expire on December 30, 2023. To ensure that construction is completed in conformance with the design, staff is recommending an Amendment to the existing Agreement that would extend the Agreement term.

## **FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions.



**ENVIRONMENTAL IMPACT:**

This project is exempt under the California Environmental Quality Act (“CEQA”), Class 1, Section 15301 as renovations / alterations to an existing Public facility and Class 2, Section 15302(c) as reconstruction of existing facilities involving negligible or no expansion of capacity.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications were performed through the normal agenda process.

**STRATEGIC PLAN OBJECTIVES ADDRESSED:**

Obj. No. 3: Provide a high-quality infrastructure.

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

**Prepared by:** Han Sol Yoo, E.I.T., Associate Engineer

**Reviewed by:** Cesar Rangel, P.E., Director of Public Works/City Engineer

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. First Amendment to the Original Agreement
- B. Original Agreement

**CITY OF STANTON**

**FIRST AMENDMENT TO  
AGREEMENT FOR PREMIER PARK RENOVATION DESIGN CONSULTING  
SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Premier Park Renovation Design Consulting Services (“First Amendment”) is entered into on the \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Stanton (“City”) and RJM Design Group, Inc. (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Premier Park Renovation Design Consulting Services dated June 14, 2022 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from June 14, 2022 to June 30, 2025, unless earlier terminated as provided in the Agreement. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms.”

3.2 Declaration of Political Contributions. Prior to the City’s approval of this First Amendment, Consultant shall submit to City a statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant’s employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this \_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF STANTON**

**RJM DESIGN GROUP, INC.**

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Larry P. Ryan  
President

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_  
Zachary Mueting  
Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
PREMIER PARK RENOVATION DESIGN CONSULTING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 14<sup>th</sup> day of June, 2022, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **RJM DESIGN GROUP, INC.**, a **CORPORATION**, with its principal place of business at **31591 CAMINO CAPISTRANO, SAN JUAN CAPISTRANO, CA 92675** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **PREMIER PARK RENOVATION DESIGN** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **PREMIER PARK RENOVATION DESIGN** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **PREMIER PARK RENOVATION DESIGN** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **PREMIER PARK RENOVATION DESIGN** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **JUNE 14, 2022** to **DECEMBER 31, 2023** unless earlier terminated as provided herein.

**3.2 Responsibilities of Consultant.**



3.2.1 Independent Contractors, Control and Payment of Subordinates: Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Larry P. Ryan.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.



3.2.6 Consultant's Representative. Consultant hereby designates **Larry P. Ryan**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to



commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

If the Consultant does not own any company vehicles, Automobile Liability Insurance for HIRED AUTOS and NON-OWNED AUTOS with a limit of not less than \$1,000,000 each accident is required.

- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Professional Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day





written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **EIGHTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$88,640.00)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

RJM Design Group  
31591 Camino Capistrano  
San Juan Capistrano, CA 92675  
Attn: **Larry P. Ryan, President**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Joes Ames, Department of Public Works & Engineering**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related



industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that



arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

**3.5.7 Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**3.5.8 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

**3.5.9 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or



service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous



twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*





IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 13<sup>th</sup> day of July, 2022

CITY OF STANTON

RJM DESIGN GROUP, INC.


By: [Signature]  
Zenia Bobadilla  
Interim City Manager

By: [Signature]  
Name: Larry P. Ryan  
Title: President

By: [Signature]  
Name: Zachary Mueiting  
Title: Secretary

ATTEST:

By: [Signature]  
Patricia Vazquez  
City Clerk



APPROVED AS TO FORM:

By: [Signature]  
Best Best & Krieger LLP  
City Attorney



## EXHIBIT "A"

### SCOPE OF SERVICES

#### PHASE I – PRELIMINARY DESIGN

Phase I focuses on the preliminary design layout of the Premier Park renovation paired with the new amenities requested by the community. RJM Design Group will review the layout within the context of the neighboring residential homes and the adjacent Briarwood Street.

- a. Conduct kick-off meeting with the City of Stanton to review project scope and objectives, and to refine time schedules. Discuss the project's location, adjacent development, and community sensitivities.
- b. Prepare site base for the project area in the AutoCAD program, with an aerial survey, providing one-foot contour intervals, and identifying the existing conditions of the site.
- c. Conduct a visual field investigation to photo document existing conditions including public entry points, existing site features, and overall usage by the local community.
- d. Coordination with three (3) different play manufacturers to develop schematic layouts of play equipment with material cut sheets and 3D graphics.
- e. Prepare a preliminary design plan that illustrates a perimeter walking path, shaded seating areas, adult fitness equipment, comprehensive playground area renovation, as well as drinking fountain and trash recycling areas.
- f. Review meeting with Ad Hoc Committee and staff.
- g. Refine plan based on City direction.
- h. Develop a rough order of magnitude construction costs for conceptual design of park for City Staff review.
- i. Prepare for and attend meeting with City Staff to identify the preferred play equipment layout and discuss further refinements to be administered after moving into next phase of design.

Meetings: One (1) Kick-off Meeting with City Staff  
One (1) Site Visit/Field Investigation  
Two (2) Review Meetings with City Staff & City Council Ad-Hoc Committee  
One (1) Selection Meeting with City Staff

Deliverables: Three (3) Play Equipment Layouts with 3D Graphics and Material Cut Sheets  
Preliminary Design Plan  
Refined Preliminary Plan  
Rough Order of Magnitude Construction Cost Estimate

#### PHASE II – FINAL DESIGN

Following the complete review of the preliminary design refinement and the selection of the preferred play equipment line, and approval by the Parks and Recreation Community and/or City Council, the design team will incorporate all comments received to commence the preparation of the Construction Documents. A biddable set of documents will be presented to the City, including plans, technical specifications and an itemized cost estimate with a corresponding bid schedule sheet. All construction document sheets will be 24"x36" in size, and produced at a scale no greater than 1"=20'-0". RJM will provide the complete set of electronic native files and PDF versions, along with signed mylars with full approval from the City. The biddable construction set will consist of the following documents,



- a. Demolition plan to identify all existing elements to be removed, and also those to remain and protected in place.
- b. Grading and Drainage plan prepared by the Civil Engineer to show contours at one-foot intervals, as well as spot grades on relevant features, and indicate slopes to show positive drainage and accessible pathways. The Civil Engineer will also include a domestic water line connection on the plans to the requested drinking fountain/bottle filler.
- c. Construction plan to identify all proposed elements to be installed, with a supplementary set of construction details to show materials, dimensions, reinforcement, and colors as applicable.
- d. Irrigation plans and details outlining the water efficient landscape irrigation system.
- e. Planting plans and details delineating the California friendly plant material to be installed.
- f. Electrical plans to indicate all electrical conduit runs and any lighting features implemented into the design.
- g. Complete set of technical specifications to cover all construction installation requirements and materials.
- h. Fully itemized cost estimate providing quantities and unit pricing from which a bid sheet can be created as part of the bid documentation.
- i. Attend review meeting with City staff to review final plans and specifications to identify additional revisions, and ultimately final approval.
- j. Final production of signed mylars, after official City approval, and preparation of electronic native files for City record.

Deliverables: One (1) 100% Complete Construction Document Set  
 One (1) 100% Complete Technical Specifications  
 One (1) Itemized Cost Estimate  
 One (1) Set of Signed Mylar Sheets  
 Complete Set of Electronic Files in PDF & Native Formats

### PHASE III - BIDDING SUPPORT & CONSTRUCTION ADMINISTRATION

Once the City is ready to take the project out to bid, RJM will assist the City in providing the required technical information within the scope of work prepared by the design team. In the bid package, a date will be set for all questions concerning the project from perspective bidders to be received, and the Design Team will prepare answers for questions related to the design to be distributed to bidders a minimum of 5 days before construction bids are due. If necessary, the design team will prepare project addendums during the bid period to clarify design issues for distribution to perspective bidders.

After the construction contract has been awarded to a general contractor, RJM will provide construction administration services to ensure the project is installed as designed. The design team will respond to requests for information (RFI's) and review the required project material submittals from the contractor for conformance to the project and City's requirements. Depending upon the schedule and frequency of construction meetings, RJM will attend on a regular basis to confirm the project is installed with the same design intent in order to protect the City's interests in the finished quality of their newest public amenity. These services will be provided on an hourly, as needed basis.



# EXHIBIT "B"

## SCHEDULE OF SERVICES

RJM Design Group, Inc. provided a Project Schedule to complete the project, as shown below.

CITY of STANTON		JUNE				JULY				AUG				SEPT				OCT			
PROJECT SCHEDULE		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
PREMIER PARK																					
<b>Phase I: Preliminary Design</b>																					
	Award of Contract																				
Task A	Kick-off Meeting with City Staff																				
Task B	Site Base Plan Preparation																				
Task C	Visual Field Investigation																				
Task D	Play Equipment Design Development																				
Task E	Preliminary Design Plan																				
Task F	Review Meeting with Ad Hoc Committee & Staff																				
Task G	Refine Plan based on City Direction																				
Task H	Preliminary Cost Estimate																				
Task I	Play Equipment Layout Selection Meeting & Preparation																				
<b>Phase II: Final Design</b>																					
Task A	Demolition Plan																				
Task B	Grading & Drainage Plans & Details																				
Task C	Construction Plans & Details																				
Task D	Irrigation Plans & Details																				
Task E	Planting Plans & Details																				
Task F	Electrical Plans & Details																				
Task G	Technical Specifications																				
Task H	Itemized Cost Estimate																				
Task I	City Review Meeting & Plan Revisions																				
Task J	Preparation of Mylars & Native Files																				

 Meetings with City of Stanton  
 Bidding & Construction Administration Omitted (hourly as needed)



**EXHIBIT "C"**  
**COMPENSATION**

City of Stanton Premier Park		RJM DESIGN GROUP										
Task Description	LEAD CONSULTANT								SUB-CONSULTANTS			PHASE FEE TOTALS
	RJM Design Group								Civ/Geo	FBA	Glacie	
	Principal		Landscape Architect		CADD Technician		Admin.		Civil	Electrical	Irrigation	
Hourly Rate	\$195		\$155		\$125		\$95		Fees	Fees	Fees	
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount				
<b>PHASE I - Preliminary Design</b>												
Task A - Kickoff Meeting	4	\$780	4	\$620		\$0		\$0				
Task B - Preparation of Base / Survey		\$0	8	\$1,240		\$0	2	\$170	\$4,890			
Task C - Visual Field Investigation	4	\$780	4	\$620	8	\$1,000		\$0				
Task D - Play Equipment Design Development	8	\$1,560	24	\$3,720	24	\$3,000		\$0				
Task E - Preparation of Preliminary Design Plan	8	\$1,560	24	\$3,720	40	\$5,000	2	\$170			\$040	
Task F - Review Meeting with Ad Hoc Committee & City Staff	4	\$780	4	\$620		\$0		\$0				
Task G - Refinement of Preliminary Plan	8	\$1,560	16	\$2,480	24	\$3,000		\$0				
Task H - Preliminary Cost Estimate	4	\$780	8	\$1,240	4	\$500		\$0				
Task I - Play Equipment Selection & Plan Refinement Meeting	4	\$780	8	\$1,240		\$0		\$0				
PHASE I - SUBTOTALS	24	\$5,460	84	\$10,540	72	\$9,000	4	\$340	\$4,890	\$0	\$040	
PHASE I - TOTAL FEES				\$25,340					\$5,030		\$31,170	
<b>PHASE II - Final Design</b>												
Task A - Demolition Plan	2	\$390	4	\$620	16	\$2,000		\$0				
Task B - Grading & Drainage Plans & Details		\$0	4	\$620		\$0	2	\$170	\$11,220			
Task C - Construction Plans & Details	4	\$780	16	\$2,480	24	\$3,000		\$0				
Task D - Irrigation Plans & Details		\$0	4	\$620		\$0	2	\$170			\$6,870	
Task E - Planting Plans & Details	2	\$390	0	\$1,240	16	\$2,000		\$0				
Task F - Electrical Plans & Details	4	\$780	4	\$620		\$0	2	\$170			\$1,700	
Task G - Technical Specifications	4	\$780	10	\$2,480	4	\$600		\$0				
Task H - Itemized Cost Estimate	2	\$390	8	\$1,240		\$0		\$0				
Task I - City Review Meeting & Plan Revisions	4	\$780	8	\$1,240	16	\$2,000		\$0				
Task J - Preparation of Mylars & Native Files		\$0		\$0	4	\$500		\$0				
PHASE II - SUBTOTALS	16	\$3,510	72	\$11,160	80	\$10,000	8	\$610	\$11,220	\$6,700	\$6,870	
PHASE II - TOTAL FEES				\$25,180					\$23,790		\$48,970	
COMBINED PHASE FEE TOTAL				\$50,520					\$15,110	\$6,700	\$8,810	
FEE GRAND TOTAL											\$80,140	

The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.  
Phase III - Bidding Support & Construction Administration will be completed on an Hourly as Requested basis.



## Fee Proposal

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of Stanton Premier Park. This fee includes all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses.

PHASE / TASK	FEE
Phase 1 - Preliminary Design	\$31,170
Phase 2 - Final Design	\$48,970
<b>TOTAL FOR ALL PHASES</b>	<b>\$80,140</b>
Reimbursable Expenses	\$8,500
<b>Total:</b>	<b>\$88,640</b>

\*Note: This fee summary represents our current understanding of the project scope and complexity associated with an estimated construction budget of \$800,000.

### REIMBURSABLE EXPENSES (Estimated Allowance \$8,500.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

### PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

### ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.



CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates\* below:

<b>RJM DESIGN GROUP, INC.</b>	
Principal Landscape Architect	\$195 per hour
Associate Landscape Architect	\$175 per hour
Landscape Architect	\$155 per hour
Job Captain / Landscape Designer	\$140 per hour
CADD Technician / Graphics	\$125 per hour
Clerical	\$85 per hour
<b>CIVTEC (CIVIL ENGINEERING/SURVEY)</b>	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$265 per hour
3-Man Survey Crew	\$345 per hour
<b>TBA ENGINEERING</b>	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour
<b>GLASIR</b>	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour

\*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.



## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

#### **REPORT IN BRIEF:**

On September 26, 2023, staff released a “Request for Proposals” (RFP) soliciting firms to provide professional, on-call geotechnical engineering services in accordance with the City’s Purchasing Policy and Procedures. Staff has pre-qualified four firms and recommends entering into on-call services agreements in the amount of \$150,000, annually, with each of the pre-qualified firms. Costs associated with work by these firms will be negotiated on a case-by-case basis and funded by each project’s approved budget.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by section 15378 of the CEQA guidelines; and
2. Award a contract for professional geotechnical engineering services to GMU Geotechnical, Inc., Leighton Consulting, Inc., Ninyo & Moore Geotechnical and Environmental Sciences Consultants, and Petra Geosciences, Inc. to provide on-call professional geotechnical engineering services in an amount not-to-exceed \$450,000 or \$150,000 annually; and
3. Authorize the City Manager to bind the City of Stanton and GMU Geotechnical, Inc., Leighton Consulting, Inc., Ninyo & Moore Geotechnical and Environmental Sciences Consultants, and Petra Geosciences, Inc. in a contract to provide the services.

#### **BACKGROUND:**

The Public Works-related activities and operations of a City regularly require services that must be performed by a California State licensed Civil Engineer and/or Geologist. Obtaining geotechnical engineering services for small projects that cannot be done in-house has been cumbersome for the City. Smaller projects include subsurface soil sampling, site inspections, and materials testing. Most firms are reluctant to expend the



effort to prepare a proposal for a small project, and it is typically difficult to get responses in those cases, particularly in the current construction environment. It is also an extremely slow process to solicit proposals and engage a contract. The “on-call” process will simplify the process and provide substantial benefits to the City, including lower costs in solicitation of services, faster overall project design, and the ability to spread the overhead costs of an engineering firm over multiple small projects rather than have those overhead costs impact every project.

The recommended action, to secure four pre-qualified firms to provide as-needed geotechnical engineering services, will limit the overhead associated with each individual engineering task. For each task, staff will select the firm with the skill set, availability, and cost best suited to the project. On-call geotechnical engineering services requested in the RFP are described below:

1. Perform geotechnical investigation and design services for Public Works projects. Examples include, but are not limited to:
  - a. Technical review of geotechnical reports and maps
  - b. Site reconnaissance
  - c. Subsurface soil sampling
  - d. Geotechnical engineering analyses
  - e. Seismicity
  - f. Geotechnical design recommendations for grading and foundations
2. Perform pavement evaluation and design.
3. Perform geotechnical observation, materials testing and special inspections.
4. Perform geotechnical review services.

**ANALYSIS/JUSTIFICATION:**

The City issued a RFP for On-Call Geotechnical Engineering Services on September 26, 2023. Fourteen (14) firms responded with a proposal by the October 26, 2023 deadline. Staff reviewed the proposals and evaluated them based on the executive summary, proposed approach, identification of any prime or subconsultants, project organization and experience, past performance, and the firm’s local experience. Staff’s evaluation found GMU Geotechnical, Inc., Leighton Consulting, Inc., Ninyo & Moore Geotechnical and Environmental Sciences Consultants, and Petra Geosciences, Inc. as the most qualified to perform as-needed on-call geotechnical engineering services for the City. Fee schedules were opened after selection to make sure that the fees were reasonable.

**FISCAL IMPACT:**

There is no fiscal impact for approving this list and awarding on-call geotechnical engineering services. Costs associated with work by these firms will be negotiated on a case-by-case basis and funded by each project’s approved budget.

**ENVIRONMENTAL IMPACT:**

The action requested in this report is not categorized as a project, and therefore, categorically exempt under the California Environmental Quality Act.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 3: Provide a high quality infrastructure.

**Prepared by:** Han Sol Yoo, E.I.T, Associate Engineer

**Reviewed by:** Cesar Rangel, P.E., Director of Public Works/City Engineer

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. GMU Geotechnical, Inc. Professional Services Agreement
- B. Leighton Consulting, Inc. Professional Services Agreement
- C. Ninyo & Moore Geotechnical and Environmental Sciences Consultants Professional Services Agreement
- D. Petra Geosciences, Inc. Professional Services Agreement

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **GMU Geotechnical, Inc., a Corporation**, with its principal place of business at **30336 Esparanza, Rancho Santa Margarita, CA 92688** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **On-Call Geotechnical Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Geotechnical Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **On-Call Geotechnical Engineering Services** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Geotechnical Engineering** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 13, 2023** to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Gregory Silver.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Gregory Silver**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.



3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** ("Total Compensation") for the entire term of the contract and shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) annually** without written approval of City's **Director of Public Works.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

GMU Geotechnical, Inc.  
30336 Esperanza  
Rancho Santa Margarita, CA 92688  
Attn: **Gregory Silver**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants**. City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns**. This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer**. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions**. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STANTON

GMU GEOTECHNICAL, INC.

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: Gregory P. Silver  
Title: President / CEO

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_  
Name: Mike Moscrop  
Title: Vice President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**City of Stanton**  
**Proposal for On-Call Geotechnical Engineering Services**  
**Public Works and Engineering Department**

October 26, 2023

**Submitted by:**  
GMU  
30336 Esperanza  
Rancho Santa Margarita, CA 92688  
949-888-6513  
GMU Proposal No. P-23274



October 26, 2023

Cesar Rangel, Director of Public Works/City Engineer  
Department of Public Works and Engineering  
**CITY OF STANTON**  
7800 Katella Avenue  
Stanton, CA 90680

GMU Proposal P-23274

Subject: Letter of Transmittal, Proposal for On-Call Geotechnical Engineering Services, City of Stanton, California

Reference: "Request for Proposals (RFP) for On-Call Geotechnical Engineering Services", issued September 26, 2023.

Dear Mr. Rangel,

GMU Geotechnical, Inc. (GMU) is pleased to submit this Proposal to provide geotechnical engineering services to the City of Stanton. Located only 40 minutes from the City of Stanton, GMU proposes to provide the requested services in response to the City's Request for Proposals (RFP).

We are interested in providing services to the City because we believe we have extensive experience providing the requested services, and that we can provide outstanding service to City Staff and the public. GMU was established in 1967 and has been providing geotechnical, soils, and pavement engineering services for over 55 years. GMU's location and long history of successful geotechnical and pavement engineering projects allows us to efficiently and effectively provide the proposed scope of work.

Please note the following required items:

- Our legal name is GMU Geotechnical, Inc., and the corporate contact information and website can be found on the first page of this letter.
- The contact who is authorized to sign the Agreement is Mr. Greg Silver, President/CEO/Principal Engineer. His contact information is the same as our corporate information, except where noted in his signature below.
- GMU has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
  - We have reviewed the Scope of Services on Page 4 of the RFP and confirm that GMU is capable of performing all tasks listed, as well as other tasks mentioned in other sections of the RFP.
- GMU acknowledges receipt of Addendums No. 1 and 2.



**CITY OF STANTON**  
*Proposal for On-Call Geotechnical Engineering Services*

- This proposal shall remain valid for a period of not less than 90 days from the date of submittal.
- All information within the proposal is true and correct.

Our website, [www.gmugeo.com](http://www.gmugeo.com), offers a virtual tour of GMU and an overview of some of GMU's projects.

Respectfully submitted,



Lisa L. Bates, PG, CEG, QSD/QSP  
Associate Geologist  
Director of Municipal Geotechnical and  
Engineering Services  
[lbates@gmugeo.com](mailto:lbates@gmugeo.com)



Gregory Silver, M.Sc., PE, GE  
President / CEO  
Principal Engineer  
[gsilver@gmugeo.com](mailto:gsilver@gmugeo.com)



Roger Schlierkamp, M.Sc., PE  
Director of Pavement Engineering  
[rschlierkamp@gmugeo.com](mailto:rschlierkamp@gmugeo.com)



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## **FIRM STRUCTURE AND HISTORY**

### **Company Experience and Background**

GMU is a Small Business Enterprise (SBE) with over **55 years of experience in Southern California and South Orange County, including over 25 years of on-call services to municipalities**. Previously known as Goffman, McCormick & Urban, Inc., GMU has established a reputation for reliability, innovation, accuracy, efficiency, and excellent service, resulting in reduced costs, reduced man-hours spent on scheduling or project coordination, and reduced risk for our clients. These clients choose to maintain long-term relationships with us because of the benefits of our reputation and experience. Our clients include City, County, and other public agencies, in addition to private owners, developers, and contractors.

GMU is a full-service geotechnical engineering firm offering a variety of geotechnical engineering services as well as a list of specialty services that complement our geotechnical engineering capabilities. GMU is an award-winning firm recognized by ASCE, CELSOC, and CalGeo. GMU is owned by our three Principals: Gregory Silver, PE, GE, President/CEO/Principal Engineer; Aron Taylor, PG, CEG, Vice President/Principal Geologist; and Michael Moscrop, PE, GE, Vice President/Principal Engineer. Key personnel, including a staff organizational chart, are discussed in detail in a subsequent section of this proposal.

GMU has extensive experience in the design and construction of numerous public works projects including pavement maintenance and rehabilitation projects, streetscapes, community parks, large-scale civic centers, and other infrastructure improvement projects. GMU also has provided peer review services to multiple agencies for over 25 years. This diverse project experience and successful track record of providing on-call services for local municipalities makes GMU an exceptional candidate for providing on-call services to the City of Stanton.

GMU is qualified to provide the services needed by the City (as listed on Page 4 of the RFP), based on our experience within the City and the following project types:

#### ***Geotechnical Engineering***

- **Geotechnical Engineering and Engineering Geology**
  - *4 Registered Geotechnical Engineers and 4 Certified Engineering Geologists*
  - *Experience ranging from Master Planned Communities to landslides to bridges and Public Works structures to roadways to high-rise structures.*
- **Structural Engineering for Retaining Structures and Shoring**
  - *Structural and geo-structural designs for conventional retaining walls, soil nail walls, soldier pile walls, and MSE walls.*
- **Soils and Materials Laboratory**
  - *Certified by County of Orange, Caltrans, AMRL, DSA*

**CITY OF STANTON**

***Proposal for On-Call Geotechnical Engineering Services***

- **Construction Observation, Inspection, and Testing**
  - *Geotechnical Engineering Technicians dedicated to Public Works-related projects with experience ranging from 10 to over 25 years.*
  - *Special Inspectors providing a full range of special inspection capabilities.*
  - *Personnel are dual certified/qualified to provide both geotechnical and Special Inspection as well as materials testing.*
- **Forensic Engineering and Expert Witness Consultation**
  - *30+ year history of providing forensic engineering and expert witness consultations.*
- **Geotechnical Instrumentation**
  - *30+ year history with monitoring hillside land movement.*

***Pavement Engineering***

Pavement materials and soil materials behave and perform very differently; however, pavement engineering is often blended together with geotechnical engineering at most geotechnical engineering firms. In reality, pavement engineering and geotechnical engineering are distinctly different sub-disciplines of civil engineering.

GMU has provided pavement engineering services since being established in 1967. Starting in 2005, GMU has employed dedicated pavement engineers to perform advanced pavement engineering. Today, GMU has the largest pavement engineering department located in Southern California, specifically devoted to performing advanced pavement engineering and testing. Our pavement engineering services currently include:

- Performing non-destructive pavement evaluation testing, including falling weight deflectometer and ground-penetrating radar (GPR) testing for pavement evaluation projects.
- Preparing pavement management plans for Cities and private community roadway networks, including pavement condition index (PCI) conducted by OCTA-certified pavement inspectors.
- Pavement-materials laboratory testing in our in-house Caltrans-certified pavement and soils laboratory. Pavement laboratory tests performed in-house by GMU include asphalt concrete mix designs for asphalt producers and quality control/quality assurance testing during construction.
- Preparation of pavement rehabilitation plans and specifications for private pavement rehabilitation projects.
- Pavement bid solicitation and construction management advisory services.

## KEY PERSONNEL

GMU's staff consists of highly qualified registered professionals and engineering technicians with experience in nearly all phases of geotechnical engineering, pavement engineering, materials testing, and engineering geology. GMU employs a staff of 44 people, including nine Professional and Geotechnical Engineers and four Certified Engineering Geologists, all of whom are licensed by the State of California. GMU's Engineering Technicians and Registered Special Inspectors have an average of 15 to 20 years of experience and hold multiple certifications from ACI, ICC, Caltrans, County of Orange, etc. GMU's in-house laboratory is approved by the California Department of Transportation (Caltrans), AMRL, the County of Orange, AASHTO, and other public agencies.

### **Key Staff – Geotechnical Engineering**

The Project Manager and key contact for these on-call services will be **Ms. Lisa Bates**, PG, CEG, QSD, QSP, Associate Geologist/Director of Municipal Geotechnical and Engineering Services. Lisa has a Bachelor's Degree in Geological Sciences from the University of California, Santa Barbara, and has been employed at GMU for over 23 years. Lisa currently fulfills this role for City capital improvement projects and all Community Development services, as well as other agencies' projects. She has performed this role for the past 18 years. Lisa's responsibilities for this work will include managing and providing engineering geologic services for improvement projects and responding to any other Public Works needs. Lisa also specializes in providing and coordinating peer-review services for Planning, Grading, and Building Permits, including geotechnical review, grading plan check, and water quality review services.



The Geotechnical Engineer providing Geotechnical Engineering will be **Mr. Gregory Silver**, M.Sc., PE, GE, President/CEO and Principal Engineer. Greg has a Master's Degree in Civil Engineering from California State University, Long Beach, and has been employed at GMU for over 26 years. Greg currently provides this role for agency projects, as well as providing general oversight on all geotechnical engineering projects for GMU. Greg provides geotechnical engineering and project management services for a variety of capital improvement projects. His responsibilities will include performing engineering design for projects, geotechnical peer review, and managing projects as needed.





## Key Staff – Pavement Engineering

**Roger Schlierkamp, MSc, PE**, is GMU’s Director of Pavement Engineering and has over 12 years of diversified pavement engineering experience at GMU. Roger has a Master’s Degree in Pavement/Materials Engineering from the University of Nevada, Reno. For this contract, Mr. Schlierkamp will be the primary point of contact for pavement engineering services, including pavement evaluations, design, observation, testing, inspection, and mix design development. Mr. Schlierkamp has provided pavement engineering services for Caltrans, Orange County, Los Angeles County, numerous local municipalities, and more.



**Ali Zalgout, MSc**, has over 5 years of experience in pavement materials research. Ali has a Master’s Degree in Pavement/Materials Engineering from Arizona State University, Tempe, and has worked at GMU for over 5 years. His areas of expertise include pavement design, management, evaluation, advanced characterization of asphalt concrete, asphalt sustainability, asphalt reclaiming and recycling, long-term pavement performance prediction, and fiber-reinforced asphalt mixtures. His current work includes performing pavement evaluations, developing cost-effective pavement repair recommendations, performing pavement mix designs, and performing observation services of pavement-focused construction projects. He is currently working on projects for a number of local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has published more than 10 journal articles and conference proceedings in the top pavement engineering journals and conferences.



Ali possesses a deep understanding of the pavement management process that stems from his Master’s degree in pavement engineering, and through the training sessions he has been attending. He has attended the OCTA distress survey training and has received intensive training for the MicroPAVER software directly from PAVER program manager Dr. Mo Shahin. Ali is certified by OCTA to conduct pavement distress surveys.

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**John Villarraga**, GMU’s Laboratory Manager, has over 16 years of laboratory testing experience at GMU and manages our comprehensive geotechnical, materials, and pavement laboratory, supervising several staff laboratory technicians.



Our in-house lab is fully certified by Caltrans, City of Los Angeles, AASHTO, AMRL, DSA, as well as the County of Orange Materials Lab.

Specialty tests include: soil chemistry tests, triaxial compression and permeability, soil cement and soil-cement-mixing tests, along with special handling requirements for sensitive and frozen soil samples.

**Resumes**

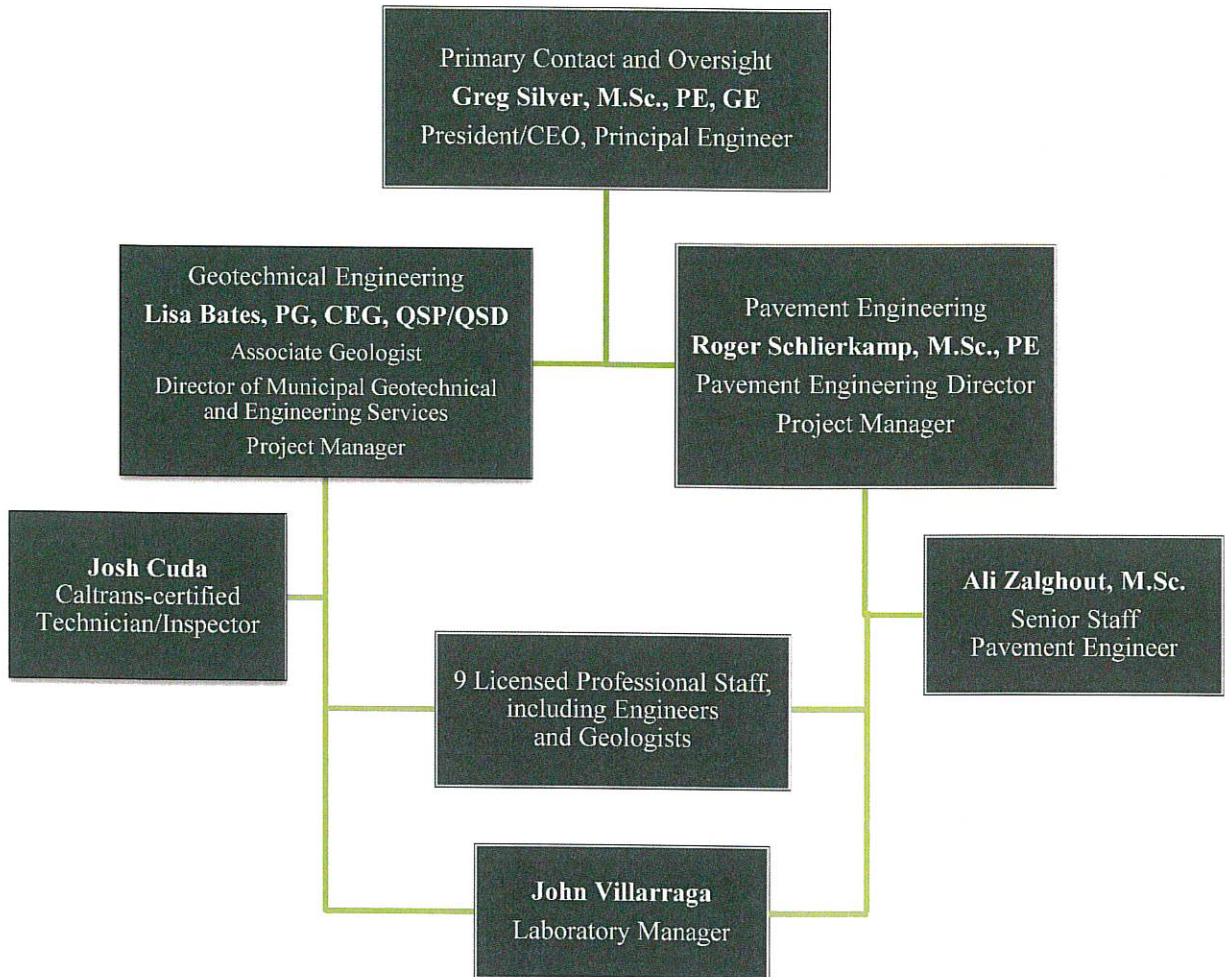
Resumes for key personnel are attached as Appendix A. Resumes for supporting personnel can be provided upon request.

**Emergency Contact Information**

Geotechnical Engineering Projects, design and construction – Lisa Bates, 714-872-8288  
Pavement Engineering Projects, design and construction – Roger Schlierkamp, 949-300-2158

## Organizational Chart

The requested organizational chart is provided below.



## **PROPOSED APPROACH**

### **Corporate Approach**

GMU's approach to any project, regardless of client size or budget, is to focus on communication and timeliness, which results in a cost-effective product to our clients. Our staff communicates frequently with each other and our clients to minimize any oversights or budget issues. Our Principals are directly involved with each project, resulting in effective communication and oversight on all work. Our dedication to our clients results in on-time deliverables and a proactive approach to all projects. On the rare occasion that an issue arises, the Principal involved in the project meets with the project team and immediately addresses the issue so that it can be resolved with minimal impact to our clients.

### **Project Methodology – Geotechnical Engineering Services**

For geotechnical engineering projects, our approach depends on the complexity and specific type of project. Overall, GMU's approach to any project is to assemble a project team of personnel with strengths specific to the project's needs. More specifically, our approach to a typical geotechnical investigation/design project is summarized as follows:

#### **Task 1 – Background Document Review**

Includes document review of existing as-built drawings and geotechnical reports, as well as available regional geologic publications. Oftentimes, GMU staff is already familiar with the general underlying conditions at a project site, and this information is used to streamline our investigation.

#### **Task 2 – Field Exploration (if required)**

Includes surface mapping and subsurface exploration as needed to obtain geologic and engineering data pertinent to the site and the proposed project. Our exploration includes public utility clearance as required by law, and coordination with Public Works staff. In addition, any geotechnical concerns that may arise based on observations during field exploration are addressed immediately in order to keep the project on schedule and within budget.

#### **Task 3 – Laboratory Testing**

Laboratory testing will be conducted in our AASHTO and Caltrans certified laboratory on the samples collected from the field investigation program. Depending on the subsurface conditions and project needs, laboratory test programs will vary from simple to complex.

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**Task 4 – Geotechnical Engineering Analysis**

Geotechnical engineering analysis is performed using the data collected and previously available data to provide geotechnical constraints, mitigation measures, and design parameters for the proposed project.

**Task 5 – Geotechnical Engineering and Geology Report and Design Support**

GMU will prepare a summary report of our investigation results, including design parameters, for use by the project design team. The report will be signed by a California licensed Geotechnical Engineer and Certified Engineering Geologist. In addition, GMU will coordinate with the project team, including the civil engineer, structural engineer, and architect to provide additional design input via email or phone, as well as provide review of the project plans.

**Project Methodology – Pavement Engineering and Design**

For pavement evaluation projects, an outline of our typical approach is summarized below:

**Task 1 – Document Review, Pavement Surface Condition Assessment, and Dig Alert Coordination**

A document review of existing as-built drawings and previous geotechnical/pavement reports will be performed. The information gathered from this review will be considered in the analysis and development of pavement repair recommendations (i.e., existing pavement section thicknesses, date of last pavement improvement work, etc.).

GMU will perform a pavement surface condition assessment to identify the type, extent, and severity levels of the pavement distresses in general accordance with ASTM D 6433.

Pavement coring locations will be marked in coordination with the City, and DigAlert (Underground Service Alert) will be notified to assess potential conflict with known underground utilities prior to performing pavement corings.

**Task 2 – Field Exploration**

GMU will obtain a no-fee encroachment permit from the City for the proposed field exploration.

Six-inch-diameter pavement corings will be performed to a maximum depth of 4 feet below the top of the existing asphalt surface using an electric-powered core drill. Sampling and digging below the AC section will be performed using hand tools. The thickness of the existing asphalt concrete (AC) and aggregate base (AB), where encountered, will be recorded. Other information, such as presence of McAdams base rock, aggregate base type, presence of petromat fabric, and groundwater table, will be recorded as well. A bulk sample of the subgrade soil will be collected and, at select locations, drive sample will be collected at the top

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approximate foot or so of the subgrade to gather in-place density and moisture information. Upon completion of the sampling, the core hole will be backfilled with soil cuttings or other suitable backfill materials and capped with asphalt concrete cold patch.

Traffic control will consist of single lane closures, performed in accordance with the WATCH Manual.

**Task 3 – Laboratory Testing**

Laboratory testing will be conducted in our AASHTO and Caltrans-certified laboratory on the samples collected from the field investigation program. Depending on the pavement conditions, laboratory tests may include:

- R-value;
- Sieve No. 200 wash for soil classification;
- Atterberg limits for soil classification;
- Sulfate content;
- Expansion index;
- Maximum density and optimum moisture content; and
- In-place moisture/density.

**Task 4 – Deflection Testing and Analysis**

Non-destructive pavement deflection testing will be performed in accordance with California Test 356. Deflection testing involves applying an impact load (simulating truck traffic) and measuring the corresponding deflection response. Generally, lower deflection readings indicate a stronger pavement section whereas higher deflection measurements indicate a weaker pavement section. Deflection testing can also identify weak areas that visual surface inspection may not.

The data gathered from the deflection tests will be analyzed. Measured deflection readings will be compared to “tolerable” deflections to assess structural adequacy. Variables such as in-place AC pavement thickness and design traffic index are factored into the analysis to determine the required mill-and-overlay thickness to improve structurally inadequate pavement sections to a structurally adequate condition.

Moving closure traffic control, consisting of a traffic control truck and an arrow board following the deflection testing operation, typically accompanies the deflection testing vehicle.

**Task 5 – Pavement Engineering Analysis**

Pavement engineering analysis will be performed in accordance with the Caltrans Highway Design Manual. Caltrans AC design methodology considers the relationship between the traffic index (TI), subgrade soil strength (through R-value testing), and the gravel factors of the various pavement layers, allowing us to estimate the required pavement thicknesses. We

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will utilize the TI provided by the Project Civil Engineer or the City for the requested design life.

**Task 6 – Identification of Isolated AC Repair Locations**

GMU will identify isolated AC repair locations. This task involves visually assessing each street segment to identify areas that are recommended for isolated AC repairs (i.e., areas showing depressions, medium- or high-severity alligator cracking, and/or areas that recorded high deflection). The locations will be marked on a map and provided to the civil design firm in CAD format to incorporate into the street improvement plans.

**Task 7 – Pavement Evaluation and Repair Recommendations Report**

One draft report and one final report will be prepared that summarizes our findings, conclusions, and recommendations. The final report will include:

- Site location map;
- Coring location map;
- Summary of information gathered from the document review;
- Select photographs of the pavement surface condition;
- A table summarizing coring locations and pavement coring information (asphalt concrete thickness, aggregate base thickness, subgrade soil type, etc.);
- Laboratory testing results;
- A pavement condition summary table along the roadway alignment;
- Falling Weight Deflectometer;
- Isolated AC pavement (AC patch) repair map, if part of the recommended pavement repair strategy;
- Conclusions regarding potential causes of pavement deterioration; and
- Pavement repair recommendations to achieve the requested design life.

GMU will typically provide two (2) pavement repair recommendations to provide options for the City. GMU possesses extensive experience in developing cost-effective pavement repair alternatives, including the following:

- Localized AC repairs (patches) followed by mill-and-overlay repair using conventional AC or rubberized AC pavement.
- Cold in-place (CIR) or cold central plant recycled (CCPR) asphalt concrete (AC) pavement.
- Cement stabilized pulverized base (CSPB) as part of the pavement structural section.
- Cement- or lime-stabilized soils (CSS or LSB) for subgrade stabilization and/or as part of the pavement structural section.
- Fiber-reinforced asphalt concrete (FRAC) to improve reflective cracking resistance and/or reduce required AC thickness.

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- Rubberized hot-mix asphalt (RHMA or ARHM overlays).
- Geogrid/geotextiles to reduce required aggregate base thickness or to stabilize subgrade conditions.

The procedures described in Tasks 1 through 7 and our experience in design and construction of these strategies allows us to recommend cost-effective alternative pavement repair strategies. The final report will be signed and stamped by a California registered Civil Engineer.

**Project Methodology – Construction Management, Geotechnical Observation and Testing, Materials Testing, and Inspection**

Prior to construction or paving, GMU will attend a pre-construction or pre-pave meeting with the City and Contractor where topics such as scheduling, coordination, laboratory testing requirements, expectations, contact persons, and specifications are discussed collaboratively.

Pavement-related submittals, such as asphalt concrete or Portland cement concrete mix designs, are reviewed and recommended for approval or resubmittal.

During construction, GMU will deploy Caltrans-certified field engineering technicians to provide quality assurance observation and testing services. In the field, technicians are performing compaction testing, as well as observations related to the materials being constructed (i.e., asphalt concrete temperatures, lift thicknesses, etc.). Our technicians will collect material samples, perform plant inspections (as needed), and verify the work performed and materials used satisfy the project's plans and specifications from a materials testing and observation standpoint.

The field engineering technicians will document the results of inspection and testing services for each project. Daily inspection reports will be prepared that summarize the tests and observations.

GMU has provided quality assurance observation and testing services on federally funded projects. These projects typically require testing and inspection services to be provided in accordance with the Caltrans Local Assistance Procedures Manual and Quality Assurance Program. GMU possesses experience with these types of detailed-oriented projects and can provide these services efficiently and cost-effectively.

GMU typically requires at least 24 hours' notice, preferably 48 hours when possible, when requesting a technician for field observation or testing services. Laboratory testing turnaround times vary depending on the test(s) being performed, but typically ranges between 1 to 2 business days for construction quality-assurance laboratory tests (maximum density, etc.).



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The material collected in the field or plant is returned to GMU's County of Orange, Caltrans, AMRL, and AASHTO-certified laboratory. Laboratory testing will be performed to test the various construction materials for specification compliance purposes.

Typical laboratory tests performed during construction include the following.

- Asphalt binder content (% AC)
- Hveem Stability (S-Value)
- Gradation (after-burn or prior to mixing)
- Maximum-density and optimum moisture content (ASTM and Caltrans)
- Core density
- Concrete Compressive Strength
- Sand Equivalent
- Wet Track Abrasion Test
- Moisture content
- Emulsion content
- R-value
- More

## **Project Methodology – Peer Review Services**

### **Review of Geotechnical Reports**

GMU has provided geotechnical report review services to Cities for decades and has a well-established system in place to ensure reviews are performed in a timely and cost-effective manner and to the current standards and Codes applicable to our industry. Given that each City typically has specific requirements within their own Municipal Code and Manuals (i.e., Grading, Street Design, County Hydrology Manual, etc.) that govern private development design and construction, GMU's reviewers familiarize themselves with City-specific requirements prior to reviews.

In order to maintain a streamlined process and to ensure the highest quality review during the process, our review methods are a team effort; GMU's geologist and engineer typically review the submittal separately, and then meet to discuss any comments or concerns. In some cases, geotechnical submittals may only require review by our Geologist; in these cases, both time and costs can be saved. Some projects may require multiple discussions, and complex projects often require in-house discussion between geologist and engineer prior to review. Projects with complex or high-profile elements are often overseen by our President and Principal Geotechnical Engineer as a quality control measure. If necessary, questions or observations of the report or plans will be conveyed to City Staff during the review process.

The typical geotechnical report review process is as follows:

1. Report submittal is received either via email, portal, or hard copy delivery.
2. Within 24 hours, the submittal is given a cursory review and is logged into our database by the Project Manager, and a deadline is assigned.
  - a. Initial report reviews are completed within 2 weeks.
  - b. Response reviews are completed within 1 week.

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3. If any questions or concerns regarding the completeness of the submittal are noted during the cursory review, the Project Manager contacts City Staff to address these items.
4. Geotechnical review of the submittal is performed by the Reviewing Geologist, who prepares a draft review comment sheet.
5. Geotechnical review of the submittal and the draft comment sheet is performed by the Reviewing Geotechnical Engineer.
6. The review is returned to the Project Manager for any additional review. The review is then finalized.
7. Note: Currently, the City of Chino Hills procedure for geotechnical reviews is that GMU distributes the review directly to the applicant and the geotechnical consultant. This is typically done via email.

Deliverable: A geotechnical review sheet with all pertinent data (including the TDA or permit number for City tracking), as well as our unique fee sheet for the City's internal use in tracking costs in real time.

### **Review of Grading and Foundation Plans**

Our approach and procedure for review of grading and foundation plans is similar to review of geotechnical reports. The task-by-task process typically entails:

1. Plan submittal is received either via email, portal, or hard copy delivery.
2. Within 24 hours, the submittal is given a cursory review and is logged into our database by the Project Manager, and a deadline is assigned.
  - a. Initial plan reviews are completed within 2 weeks.
  - b. Response reviews are completed within 1 week.
3. If any questions or concerns regarding the completeness of the submittal are noted during the cursory review, the Project Manager contacts City Staff to address these items.
4. Review of the submittal is performed by the Reviewing Engineer, and comments or redlines are prepared.
5. The review is returned to the Project Manager for any additional review. The review is then finalized and distributed.

Deliverable: If the plan review is concurrent with a geotechnical review, the plan review comments will be included in the geotechnical review sheet described above. If the plan review is a separate plan check, comments and redlines will be prepared separately for distribution.

### **Preparation of Review Sheets and Billing**

Depending on the needs of the City GMU is providing review services for, our process for preparing review sheets varies. In all cases, GMU prepares a formal review sheet containing all pertinent information for the applicant, applicant's team, and City Staff. Review comments are concise and as clear as possible. If needed, GMU is open to phone, virtual, or in-person meetings

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with the applicant's team, if needed, to complete the review process. Once the review sheet is finalized, we may either send it to Staff for distribution, email it directly to the applicant and team, or upload the review sheet to the City's permitting portal.

GMU has developed a unique method for billing of reviews. When the review sheet is distributed, GMU also provides, to City Staff only, a "fee sheet" which lists the fees associated with the review, so that Staff may track costs in real time against the applicant's deposit. This method assists Staff in keeping deposits replenished and does not result in a delay in collecting adequate fees prior to permit issuance or closure.

**Attend/Coordinate Meetings with Planning and Building and Safety Staff**

Similar to attendance at Council meetings, GMU has attended and coordinated numerous meetings with City Staff for our City clients. Meetings may be internal discussions or discussions regarding a specific project with the applicant and their project team. These meetings are encouraged for complex or high-profile projects, and may also be necessary for projects that have stalled due to review issues. GMU's professional staff is available generally within 24 hours to attend meetings, if necessary.

**Presentation to City Council Meetings**

GMU has attended numerous Planning Commission and City Council meetings for our City clients, including third-party expert attendance to answer questions or to make presentations regarding topics including: high-profile or contentious projects, proposed private projects or developments, proposed City projects, and general geotechnical issues such as minimizing slope issues or earthquake preparedness. GMU's Engineering Geologists and Geotechnical Engineers are prepared to present on a number of topics at the City's request.

**Geotechnical Engineer and Certified Engineering Geologist Requirements**

As listed within the Scope of Services in the RFP, a Geotechnical Engineer and Certified Engineering Geologist will provide peer review services. In addition to the licensed Professionals listed in the Key Personnel section of this proposal, GMU also employs 3 additional Engineering Geologists and 3 additional Geotechnical Engineers who may provide these services.

## **Firm's Strengths and Uniqueness**

GMU's strengths for providing geotechnical services are summarized below:

- GMU has provided on-call geotechnical services to various Cities for over 25 years, and therefore possesses detailed knowledge of how City projects should proceed and how best to assist City Staff.
- GMU's staff has a variety of unique technical strengths that allow us to excel at providing a wide range of services.
- GMU's staff functions as a cohesive team, with communication as the key, allowing us to provide the City with cost-effective projects, frequent communication, and on-time deliverables.

GMU's strengths for providing the above discussed pavement engineering services are summarized below:

- **In-House Comprehensive Pavement Engineering Department (Project Approach):** GMU's dedicated Pavement Engineering department is able to support the City through nearly all phases of a Public Works pavement project, from pavement management planning (network-level studies) to pavement evaluations (project-level and site-specific studies) to construction pavement-materials testing.

By providing comprehensive in-house pavement engineering services under one roof, we are able to provide our pavement engineering and testing services cost-effectively, as well as having the unique ability to view projects from different perspectives. We are cognizant that public works projects have budgets, and that designs need to be practical, implementable, and effective.

- **Caltrans-Certified Field Engineering Technicians and Laboratory:** GMU's Caltrans pavement- and materials-certified laboratory is able to provide timely laboratory testing services for pavement design and construction observation and testing projects. Our field and plant Engineering Technicians have an average of 15 to 20 years of experience in performing field compaction testing, sampling, and inspections. We offer practical and local experience to support the City through complex construction projects.
- **Historical Ability to Control Costs and Provide Timely and Accurate Invoices:** GMU's pavement evaluation, design, and construction observation-and-testing projects have historically met project timelines and not exceeded the project budget. Our primary approach to project controls stems from our company-wide emphasis on proactive communication with the client.

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GMU is known among geotechnical firms in Orange County for providing outstanding service, including rapid response times and exemplary communication within our organization and with our clients. GMU is also known for high-quality work and excels at complex projects where value engineering or “outside-the-box” thinking is required. In addition, GMU is unique in having a dedicated Pavement Engineering Division within our office, which allows us to provide both services to our agency clients with responsiveness and clarity.

**SUBCONSULTANTS AND SUBCONTRACTORS**

At this time, GMU does not intend to use subconsultants, subcontractors, suppliers or manufacturers for this work. Should the need for a subcontractor arise, for example a drilling contractor for geotechnical exploration, GMU will provide that contractor’s information to the City at the start of the project.

**CLIENT REFERENCE LIST**

Projects and contracts similar to the requested scope within the reference RFP are listed below.

- **City of Aliso Viejo**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp
  - Contact: Shaun Pelletier, Director of Public Works, 949-425-2533
- **City of Anaheim**
  - As-needed pavement reports and design and potholing investigation services
  - Geotechnical peer review services
  - Key Staff: Roger Schlierkamp
  - Contact: Carlos Castellanos, City Engineer, 714-765-5066
- **City of Chino Hills**
  - On-call geotechnical and materials testing services, including pavement engineering, geotechnical investigation, geotechnical peer review, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp, Lisa Bates
  - Contact: Carl Hassel, Engineering Manager, 909-364-2817
- **City of Dana Point**
  - On-call geotechnical engineering and inspection services
  - Key Staff: Roger Schlierkamp
  - Contact: Matt Sinacori, City Engineer, 949-248-3574

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- **City of Garden Grove**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp
  - Contact: Mark Uphus, Senior Civil Engineer, 714-741-5191
- **City of Irvine**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp, Lisa Bates
  - Contact: Stacy DeLong, Senior Civil Engineer, 949-473-1237
- **City of Lake Forest**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, QA/QC geotechnical monitoring of development projects, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp
  - Contact: Doug Erdman, Assistant City Engineer, 949-282-5233
- **City of Laguna Niguel**
  - Public Works Services include on-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing, on-call services for CIP projects, as well as emergency services for geotechnical and pavement issues. Community Development services include geotechnical peer review, grading plan check, water quality review, grading inspection, and grading department assistance.
  - Key Staff: Roger Schlierkamp, Lisa Bates
  - Contact: Kathy Nguyen, Engineering Services Manager, Public Works, 949-362-4341
  - Contact: John Morgan, Deputy Community Development Director, 949-362-4332
- **City of Mission Viejo**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing; on-call services for CIP projects, geotechnical peer review.
  - Key Staff: Roger Schlierkamp, Lisa Bates
  - Contact: Mark Chagnon, Director of Public Works, 949-470-3091
- **City of Newport Beach**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, plan checking, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp, Greg Silver
  - Contact: Dave Webb, Public Works Director, 949-644-3330

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- **City of Rancho Santa Margarita**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, development review/plan checking, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp
  - Contact: Brendan Dugan, Public Works Director / City Engineer, 949-635-1805
- **City of San Juan Capistrano**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp, Lisa Bates
  - Contact: Joe Parco, City Engineer, 949-443-6353
- **City of Yorba Linda**
  - On-call geotechnical services, including pavement engineering, geotechnical investigation, observation and testing, and materials testing.
  - Key Staff: Roger Schlierkamp
  - Contact: Rick Yee, Deputy Director Public Works/Assistant City Engineer, 714-961-7171

**INSURANCE REQUIREMENT COMPLIANCE**

As required by the RFP, GMU has provided a copy of our current insurance certificate, attached to this proposal as Appendix B. Once our contract has been approved, GMU will provide a certificate with specific additionally insured verbiage, as required by the Agreement.

**EXCEPTIONS AND DEVIATIONS**

GMU has reviewed the sample agreement provided as Exhibit B to the RFP and has no exceptions or deviations from the Agreement or the technical requirements of the RFP.

**PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposal Acknowledgement Form, attached to the RFP as Exhibit A, has been completed, signed, and attached to this proposal as Appendix C.

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**SEPARATE FEE PROPOSAL**

As required by the RFP, GMU's Fee Schedule for this proposal will be submitted under separate cover and delivered with this proposal.



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**Appendix A**  
**Key Staff Resumes**

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**GREGORY SILVER, M.SC., PE, GE**  
President/CEO



**PROFESSION**

Geotechnical Engineer  
Civil Engineer

**REGISTRATIONS**

Registered Civil Engineer,  
State of California

Registered Geotechnical Engineer,  
State of California

Registered Civil Engineer, State of  
Nevada

Registered Civil Engineer, State of  
Utah

**EDUCATION**

M.S. Civil Engineering, California  
State University, Long Beach

B.A. Geological Sciences,  
University of California, Santa  
Barbara, Goleta

**PROFESSIONAL AFFILIATIONS**

ASCE  
ACEC  
BIA  
CalGeo, Past President

Greg. has over 36 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. He 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 regard to numerous geotechnical issues over the last 25 years. Over the period of 1988 to 1997, Greg was City Geotechnical Engineer for numerous cities throughout Southern California. He currently serves as President and Principal Engineer of GMU.

Selected types of projects representative of Mr. Silver's experience are listed below:

- Commercial Development Projects
- High-rise Structures
- Landslides
- Residential Development Projects/Master Planned Communities
- Major Roadways
- Bridges
- Water Resource Projects
- Dewatering Projects
- Miscellaneous Public Works Projects
- Government/Civic Centers
- Sports Parks
- Mechanically Stabilized Earth (MSE) Walls
- Soil Nail Walls
- Geotechnical Instrumentation
- Tie-back Slope Reinforcement
- Pavement Engineering and Design
- City Geotechnical Engineer/Consultant
- Legal Consultation
- Special Studies

## **GEOTECHNICAL ENGINEERING**

### **COMMERCIAL DEVELOPMENT PROJECTS:**

20/40 Pacifica Office Towers, Irvine, CA: Lead Geotechnical Engineer – Two high-rise office buildings and one 5 story parking structure. Design involved foundation systems consisting of driven piles and geopiers.

520 Newport Center Drive Office Tower, Newport Beach, CA: Principal-in-charge – one 20-story high-rise office building and adjacent 6-story parking structure. Design involved mat and spread footing foundation design and analyses, shoring design, and permanent retaining wall design.

650 Newport Center Drive Office Tower, Newport Beach, CA: Principal-in-Charge – one 20-story high-rise office building and two adjacent multi-story parking structures with up to 2-story subterranean sections. Design included mat foundation design, spread footing design, shoring design, and permanent retaining wall design.

200 Spectrum Center Drive Office Tower, Irvine, CA: Principal-in-Charge – 21 story office building and one adjacent 6 story parking structures. Design included driven pile foundation design, spread footing design, shoring design, and permanent retaining wall design.

400 Spectrum Center Drive Office Tower, Irvine, CA: Principal-in-Charge – one 21 story office building and one adjacent 6-story parking structures with up to 2-story subterranean sections. Design included mat foundation design, spread footing design, shoring design, and permanent retaining wall design.

Irvine Spectrum Marriott Hotel, Irvine CA: Principal-in-Charge – one 15 story hotel building with adjacent 2 story event center. Design included mat foundation design, spread footing design, and permanent retaining wall design.

Sand Canyon Business Park, Irvine, CA: Principal-in-Charge/Lead Geotechnical Engineer – multi-story campus masonry block buildings on highly expansive soils with associated parking, walkways, etc. Geotechnical design included innovative partial mat/partial conventional slab to minimize expansive soil movements.

Discovery Business Center, Irvine, CA: Principal-in-Charge/Lead Geotechnical Engineer – multi-story campus masonry block buildings on highly expansive soils with associated parking, walkways, etc. Geotechnical design included innovative partial mat/partial conventional slab to minimize expansive soil movements.

Capitol Group Office Campus, Irvine, CA: Lead Geotechnical Engineer – Large office campus on highly expansive soils. Project involved geopier and select soil replacement subgrade improvement strategies.

Spectrum 5, Spectrum 7, Spectrum 1, Irvine, CA: Principal Geotechnical Engineer - Oversight of investigation design and construction.

Bridgepark Plaza, Mercantile East, Mercantile West, and Corporate Terrace, Ladera Ranch, CA: Principal Geotechnical Engineer - Oversight of investigation design and construction.

University Research Park Office Development, Irvine, CA: Principal Geotechnical Engineer - Oversight of investigation design and construction.

**LANDSLIDES:**

Poppy Trail Landslide, Palos Verdes, CA: Lead Engineer and Investigator - Detailed geotechnical engineering analyses of landslide that resulted in damage to an existing home and Poppy Trail Drive. Determined causation and led forensic team to a legal settlement. Developed stabilization plan that involved creating two lots where only one had existed before to create an economically viable repair. Repair consisted of buttress grading, temporary stabilization measures, deep-seated and surficial geogrid stabilization and MSE walls. GMU performed the geotechnical engineering, civil engineering, structural engineering and construction management for the project.

Philemon Landslide, Dana Point, CA: Lead Engineer and Investigator - Detailed geotechnical engineering analyses of a deep seated geologically controlled landslide that resulted in the demolition of several homes. Evaluated and determined causation and developed innovative and award-winning stabilization plan using high strength aggregate cement slurry. The stabilization approach is documented in a paper published by the ASCE Geo-Institute.

China Cove Slope Stabilization, Newport Beach, CA: Lead Engineer and Investigator - Developed aesthetically pleasing soil nail Slope stabilization to mitigate years of surficial slumping and shallow slumping on slope face. Evaluated and determined geotechnical characteristics of the failures, developed the repair methodology and developed complete structural plans for bidding.

Palos Verdes Drive Roadway Stabilization, Palos Verdes, CA: Lead Engineer and Investigator - Developed 50-year road stabilization plan to protect roadway from adjacent deep seated landslide movement. Performed geotechnical and structural engineering for the stabilization plan consisting a mut-tier tie-back wall.

Sunset Crossing Landslide, City of Diamond Bar, CA: Lead Engineer and Investigator - Working with the Slope remediation contractor, the City and several private landowners. Developed landslide repair for deep seated landslide where several other groups failed. Repair involved using tie-backs and multi-tied slot grading.

Brancato Landslide, Gill Properties, San Jose, CA: Lead Engineer - Provided detailed geotechnical engineering analysis of large, deep-seated landslide including shear strength determination, static and pseudo-static analyses, seismic deformation analyses, and development of geotechnical mitigation schemes.

Horseshoe Landslide, Anaheim Hills, CA: Lead Investigator – Comprehensive geological and geotechnical engineering evaluation of re-activated ancient landslide. Development of remediation scheme consisting of horizontal drains, buttress grading, and tie-backs.

Voyager Lane Landslide, Laguna Niguel, CA: Lead Investigator – Detailed evaluation of long-term monitoring data leading to the development of an innovative long-term repair consisting of a horizontal drain system, a surface water infiltration mitigation system, and roadway stabilization and subgrade strengthening.

Rambla Pacifico Landslide Stabilization, Malibu, CA: Project Director on one million dollar landslide stabilization design. Involved working with FEMA and OES and within NEPA/CEQUA guidelines.

Calle Montecillo Roadway Stabilization, Agoura Hills, CA: Project Director - Evaluation and design of roadway slope stabilization. Design, plans, and specifications.

Big Rock Mesa Landslide Area, County of Los Angeles, CA: Project Engineer - Large-scale geotechnical investigation and evaluation, deep dewatering and horizontal drain installation, pump tests, and geotechnical instrumentation and monitoring.

Montellano Landslide, Hacienda Heights, CA: Project Manager/Engineer - Pump tests, geotechnical monitoring, and long-term surface drainage improvement design with plans and specifications.

Mystic Hills Landslide, City of Laguna Beach, CA: Project Geotechnical Engineer - Third party geotechnical evaluation of the stability of an ancient landslide for the City of Laguna Beach.

Kanan Dume Road Landslide, Malibu, CA: Project Director - Monitoring, geotechnical evaluation, geological evaluation, remediation design for a 100-foot roadway embankment failure.

Via Estoril Landslide, Laguna Niguel, CA: Emergency response to large landslide which endangered numerous residential structures, emergency geotechnical recommendations, review of interim and final repairs.

South Facing Slope Landslide, BRM Landslide Assessment District/City of Malibu Public Works, Malibu, CA: Project Director - Provided detailed geotechnical engineering evaluation of an ancient landslide. Investigation included specialty laboratory testing including ring shear testing and x-ray diffraction, two- and three-dimensional stability analyses, and parametric groundwater and seismic evaluation.

Tract 33410 Slope Failures, Agoura Hills, CA: Project Director - Detailed geotechnical evaluation of one deep-seated and two surficial slope failures. Tasks included preparation of plans and specifications for repair and expert witness-related consultation.

**RESIDENTIAL DEVELOPMENT PROJECTS/MASTER PLANNED COMMUNITIES:**

Santaluz, City of San Diego, CA: Principal Geotechnical Engineer - Oversight – Project direction and oversight for complex geotechnical engineering issues including: hard rock, blasting, rock fills and utility over-excavation.

Sendero Development, County of Orange, CA: Principal Geotechnical Engineer - Oversight – Project direction and oversight for complex geotechnical engineering issues including: time delayed settlement and resulting solutions involving surcharge and wick drain design and debris flow evaluation and mitigation and slope stability.

Banning Ranch Development, Newport Beach, CA: Project Director – Comprehensive geotechnical and fault evaluation study for proposed residential and hotel development. Fault investigation included thousands of lineal tests of fault trench through the Newport-Inglewood fault zone.

Ladera Ranch Planned-Community Development, Rancho Mission Viejo Company, County of Orange, CA: Project Engineer - Geotechnical investigation and design for portions of major master planned community.

Crystal Cove Planned Development, ICDC, Newport Coast/County of Orange, CA: Principal in Charge - Oversight of geotechnical engineering for mass grading, public works improvements, and residential development.

Talega Planned-Community Development, San Clemente, CA: Principal – Oversight of geotechnical engineering for mass grading, public works improvements, and residential development.

Rancho Santa Margarita Planned-Community Development, Rancho Santa Margarita, CA: Project Engineer/Manager - Geotechnical investigation, grading and foundation design, and construction observation for a number of planning areas in a major residential planned community development.

Edgewater Development, Chino, CA: Project Director – Geotechnical investigation and design for large residential development area with recreational lake network.

Planning Area 19A Feasibility Study, City of Irvine, CA: Project Engineer - Geotechnical investigation to advise on planning-related issues for roadway and general development in a marsh/soft clay site environment.

Various Foundation Investigations 1984-88: Single-family residences, large tracts, commercial/industrial structures and high-rise buildings throughout Los Angeles County.

## **MAJOR ROADWAYS:**

Ortega Highway Widening, County of Orange/City of San Juan Capistrano, CA: Lead Geotechnical Engineer/Principal-in-Charge – Geotechnical investigation and development of design recommendations.

Irvine Center Drive, Lake Forest Drive, and Sand Canyon Boulevard Street Widening, ICOP, Irvine, CA: Principal Geotechnical Engineer - Oversight of design and construction.

Avenida Vista Hermosa, Avenida La Pata, Avenida Fresas, Avenida Saluda, and Avenida Talega, City of San Clemente/Talega Associates, San Clemente, CA: Principal Geotechnical Engineer - Oversight of design and construction.

La Pata Avenue Extension, City of San Juan Capistrano/City of San Clemente/ County of Orange, CA: Principal Geotechnical Engineer – Oversight and project management for planning, EIR and design.

## **BRIDGES:**

Ortega Bridge Widening, County of Orange, CA: Project Director – Geotechnical investigation and development of design recommendations for Caltrans bridge.

Cow Camp Bridges, County of Orange, CA: Project Director – Geotechnical investigation and development of design recommendations for two bridges crossing complex geotechnical environs.

San Juan Creek Bridge Widening, Orange County Public Works, County of Orange, CA: Project Director - Geotechnical investigation, detailed geotechnical evaluation of seismic retrofit, and development of widening foundation recommendations.

Wildlife Crossing Bridge Widening, County of Orange/Ladera, CA: Principal Geotechnical Engineer – Oversight of widening project of existing bridge.

Las Flores Bridge, Malibu, CA: Project Engineer/Manager - Evaluation of bridge design and alternatives for the City of Malibu.

Crown Valley Parkway Bridge, County of Orange, CA: Lead Geotechnical Engineer for 238-meter-long, 27-meter-high bridge. Detailed geotechnical analysis for pile foundation design, abutment design, and geotechnical input to bedrock scour design.

Oso Parkway Pedestrian Bridge, County of Orange, CA: Project Engineer - Geotechnical design for 65-foot span pedestrian bridge.

“A” Street Bridge at Barranca Parkway, City of Irvine, CA: Project Engineer/Manager - Geotechnical investigation and design for new bridge over San Diego Creek.

“Los Angeles Avenue Bridge”, Moorpark, CA: Project Engineer/Manager - Geotechnical assessment of proposed bridge expansion and retrofit. Development of preliminary design recommendations.

Tustin Avenue Bridge Widening, Anaheim, CA: Principal Geotechnical Engineer - Oversight for widening project of existing bridge.

Washington Boulevard Bridge, Moorpark Public Works/CAA Los Angeles County, CA: Project Engineer - Provided geotechnical investigation and design for seismic retrofit of existing bridge.

#### WATER RESOURCE PROJECTS:

Tesoro Reservoirs, Zone II and B, Santa Margarita Water District/RMV, County of Orange, CA: Principal Geotechnical Engineer - Provided geotechnical evaluation of 2-3MG reservoirs.

Horno Basin Detention Basin, RMV/Orange County Public Works, County of Orange, CA: Project Director for the geotechnical investigation and design of a detention basin, spillway, bio-filtration system, and sub-drainage recapture system.

Oso Creek Geotechnical Scour Study, RMV/Orange County Public Works, Mission Viejo, CA: Project Director - Provided geotechnical evaluation of in-situ geotechnical materials for scour evaluation and revetment study.

Various Water Lines, Sewer Lines, Talega Lift Station, South Ranch Lift Station, San Juan Creek Lift Station, and Ladera Zone 2 Reservoir, Talega Zone 1 Reservoir and Covenant Hills Reservoir and Lift Station, Santa Margarita Water District, Rancho Santa Margarita, Las Flores, Coto de Caza, and Ladera Ranch, CA: Principal Geotechnical Engineer - Oversight.

Las Flores Canyon Sedimentation - Debris Flow Study, City of Malibu Public Works, Malibu, CA: Project Manager/Engineer for the geotechnical and geological input for hydraulic analyses.

Northwood Reservoir, Irvine, CA: Project Geotechnical Engineer - Evaluation of foundation design and settlement potential for 4.5 MG reservoir.

Hicks Canyon Detention Basin, Irvine, CA: Geotechnical Consultant for the geotechnical analysis and design of two large detention basins.

San Diego Creek Channel Improvements, Orange County Public Works, Irvine, CA: Project Manager/Engineer for the geotechnical investigation of proposed channel improvements consisting of soil cement and “keystone” geogrid-type revetments.

Trampas Canyon Dam, Santa Margarita Water District, Orange County, CA: Provided geotechnical engineering support and oversight during construction of 1.6 billion gallon earth dam reservoir for the Santa Margarita Water District.

Various Reservoirs, Santa Margarita Water District, Ladera Ranch, CA: Lead Geotechnical Engineer for numerous steel tank reservoirs throughout the master planned community of Ladera Ranch for the Santa Margarita Water District



San Diego Clean Water Project, City of San Diego, CA: Geotechnical Engineer for portions of the Clean Water project. Tasks included field drilling, and geotechnical design.

**MISCELLANEOUS PUBLIC WORKS PROJECTS:**

Marina Park Project, City of Newport Beach, CA: Geotechnical Project Manager of geotechnical and Materials Inspections. Project involved stone columns for liquefaction remediation, concrete sheet pile walls with tie-backs and specialty foundation design

City of Laguna Niguel - Metrolink Station, Laguna Niguel, CA: Principal Geotechnical Engineer - Oversight for a regional OCTA-funded commuter rail station.

BRM Storm Drain Replacement Project, Malibu, CA: Project Manager/Engineer - Evaluation of storm drainpipe design in landslide and erosion prone area following destruction of system by fire.

Metro-Rail Vibration Testing, Los Angeles, CA: Project Engineer - Geotechnical exploration and input for vibration study.

Big Rock Mesa Dewatering Well Project, Malibu, CA: Project Engineer/Manager - Design, plan and specification preparation, installation and construction oversight for six dewatering wells to 350 feet and four horizontal drains.

Montellano Winterization, Hacienda Heights, CA: Project Engineer/Manager - Design and construction oversight of long-term, multi-year landslide winterization.

Pavement Evaluation, Pomona, CA: Project Manager/Engineer - Pavement evaluation for 4000 lineal feet of distressed pavement.

**GOVERNMENT/CIVIC CENTERS:**

Chino Hills Government Center Complex, Chino Hills, CA: Project Director -- Geotechnical investigation, development of recommendations and plans for multi-faceted government center consisting of multi-story government buildings and a four-story parking structure.

Vista Civic Center, Vista, CA: Project Director -- Development of final geotechnical design recommendations for Vista Civic Center.

Lake Forest Civic Center, City of Lake Forest, CA: Principal Geotechnical Engineer. Design oversight for geotechnical engineering aspects of the project including: Geotechnical Foundation Design, Slope Stability, and MSE wall design.

Laguna Niguel Civic Center, City of Laguna Niguel, CA: Lead Geotechnical Engineer - Geotechnical design oversight for investigation and design recommendation development.

## **SPORTS PARKS:**

La Paz Sports Park, City of Laguna Niguel, CA: Project Director - Geotechnical design for sports park complex with synthetic fields. Infiltration design of subsurface field drainage system.

Chino Hills Sports Park, Chino Hills, CA: Project Director – Geotechnical investigation and design for large Sports Park complex with numerous synthetic fields.

Long Beach Sports Park, Long Beach, CA: Project Director – Geotechnical investigation and design for planned regional Sports Park in oil fields operation area. Developed unique design recommendations for proposed facilities to be placed on top of buried rubble and debris.

Jarupa Water Park, Jarupa, CA: Project Director – Geotechnical investigation and design for multi-acre water park facility.

## **GEOTECHNICAL INSTRUMENTATION:**

Monitoring and evaluation of slope inclinometers and piezometers for various select projects:

- Poppy Trail Landslide, Palos Verdes, CA
- Horseshoe Landslide, Anaheim, CA
- Cyprus Shores Landslide, San Clemente, CA
- South Shores Landslide, Rancho Palos Verdes, CA
- La Paz Road Movement, Laguna Niguel, CA
- Palos Verdes Drive Roadway Distress, Palos Verdes Estates, CA
- Canyon Wren Slope/Street Deformation, Aliso Viejo, CA
- Philemon Landslide, Dana Point, CA
- Suncrest Landslide, San Jose, CA
- Sierra Road Landslide, San Jose, CA

Ladera Residential Development, County of Orange, CA: Principal Geotechnical Engineer - Oversight of “real time” monitoring system for electrical towers above temporary slopes during grading.

La Paz Road Monitoring Project, City of Laguna Niguel, CA: Project Manager - Long-term monitoring of on-going slope movements. Monitoring program enables City of Laguna Niguel to implement roadway stabilization projects incrementally and cost-effectively on an as-needed basis. Instrumentation includes slope inclinometers, multi-stage piezometers, and survey.

Crystal Cove, Newport Coast, CA: Project Director - Long-term evaluation of surface and subsurface survey network and slope inclinometers to evaluate deep fill/fill slope performance.

Oceanside Dewatering, Oceanside, CA: Project Engineer - Construction overview and monitoring of dewatering tunnel, horizontal drain, and tie-back installation.

Port of Los Angeles, Pier 300 Expansion, POLA, CA: Project Manager/Engineer - Design, installation, and monitoring of specialty geotechnical instrumentation for port expansion.

Big Rock Mesa, Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of dewatering wells, horizontal drains, slope inclinometers, piezometers, multi-position extensometer, survey network, and groundwater discharge analysis.

Calle del Barco, Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of dewatering wells, horizontal drains, slope inclinometers, piezometers, and crack gauges.

Malibu Road, Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of piezometers, horizontal drains, and crack gauges.

Latigo Canyon, Malibu, CA: Project Manager/Engineer - Managed monitoring and dewatering district consisting of slope inclinometers, piezometers, horizontal drains, dewatering wells, and crack gauges.

Rambla Pacifico Landslide, Malibu, CA: Project Engineer - Installation and monitoring of slope inclinometers and multi-stage pneumatic piezometers.

La Conchita Landslide, Ventura County, CA: Project Engineer/Manager - Design, installation, and monitoring of a system of slope inclinometers and multi-stage piezometers.

Hope Church, Rancho Bernardo, CA: Project Engineer/Manager - Design, installation, and monitoring of complex monitoring array consisting of tiltmeters, survey network, slope inclinometers, and multi-stage pneumatic piezometers.

#### **DEWATERING DESIGN & MANAGEMENT PROJECTS:**

Dewatering Remediation, CZ Master Association, Coto de Caza, CA: Project Engineer - Hydrogeologic modeling and Modeling design of dewatering cut-off trench to lower groundwater below home foundations.

Dewatering District Oversight, Big Rock, Latigo Canyon, Malibu Road, Malibu, CA: Engineer/Manager - Work included: dewatering district management, hydrogeologic modeling, well design and maintenance, horizontal drain design as well as maintenance and monitoring.

Montellano Landslide Dewatering, Hacienda Heights, CA: Project Engineer/Manager - Pump tests, dewatering wells design and construction, design and construction oversight of horizontal drains.

#### **CITY GEOTECHNICAL ENGINEER/CONSULTANT:**

City of Mission Viejo (2016 - Present): Review of geotechnical reports, general geotechnical consultation, Public works project design and geotechnical and materials inspection.

Geotechnical Report Reviews, City of Laguna Niguel, CA (1997-Present): Review of geotechnical reports, preparation of guidelines, public works projects, geotechnical hazards analysis including testimony in front of state legislative committees, emergency response and legal consultation.

Various Projects, City of Newport Beach, CA (2009-Present): Public Works projects including street rehabilitation, construction observations and testing, marina construction, and legal consultation.

Geotechnical Consultation, City of Chino Hills, CA (1992-97 & 2002-Present): Review of geotechnical reports, preparation of guidelines for report submittal and grading procedure requirements, public works projects, and general geotechnical consultation.

City of Dana Point (2001-2014; 2015-Present): Review of complex geotechnical projects, emergency and litigation consultation, and public works projects.

City of Vista (2000-2005): Review of geotechnical reports and general geotechnical consultation.

City of Rancho Palos Verdes (2004-2006): Alternate member of Geotechnical Appeals Board.

City of Malibu (1991-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Moorpark (1995-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal.

City of Agoura Hills (1988-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Palos Verdes Estates (1992-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal, public works projects, geotechnical hazards analysis, emergency response, planning evaluation, legal consultation.

City of Hidden Hills (1992-97): Review of geotechnical reports, preparation of guidelines, policy and standards for report submittal.

Additional Geotechnical Consultation to Cities: Cities of Lake Forest, La Habra Heights, and Laguna Beach, CA.

## **PAVEMENT ENGINEERING AND DESIGN**

Various Projects, City of Irvine Public Works Department, CA (2012-2014): Principal-in-Charge - Various projects including: Irvine Center Drive, Campus Drive, Jamboree Boulevard, and Jeffrey Road pavement rehabilitations.

Street Widening and Overlays, Cities of Irvine and Lake Forest, CA (1997-2010): Principal-in-Charge - Geotechnical Engineer - Oversight of design and construction for various projects including: Irvine Center Drive, Lake Forest Drive, Bake Parkway, Portola Parkway, and Sand Canyon Boulevard street widening and overlays.

City of Dana Point, Dana Point, CA (2002-2014): Principal-in-Charge - Various projects including: Street of the Golden Lantern, Stonehill Drive, Del Obispo Street, Camino Capistrano, Pacific Coast Highway, Del Prado overlays, and miscellaneous residential street overlays and slurry seals.

City of Aliso Viejo, Aliso Viejo, CA (2012-2014): Principal-in-Charge - Various projects including: Aliso Creek Road, Pacific Park Drive, Moulton Parkway, Oso Parkway, La Paz Road overlays.

City of Laguna Niguel, Laguna Niguel, CA (2002-2014): Principal-in-Charge - Various projects including: Street of the Golden Lantern, Camino del Avion, Niguel Road, Cabot Road, Paseo de las Colinas, Camino Capistrano, Aliso Creek Road, La Paz Road rehabilitation and overlays, and miscellaneous residential street overlays and slurry seals.

City of Newport Beach, Newport Beach, CA (2009-2014): Principal-in-Charge - Various projects including: Newport Center Drive, Balboa Avenue, River Avenue, Mesa Drive, Bayside Drive overlays, and miscellaneous residential street overlays and slurry seals.

City of Rancho Santa Margarita, Rancho Santa Margarita, CA (2011-2014): Principal-in-Charge - Various projects including: Santa Margarita Parkway, Antonio Parkway, Robinson Ranch Road overlays and slurry seals (2006-2014); and miscellaneous residential street overlays and slurry seals.

City of Laguna Niguel, Laguna Niguel, CA (2002-2014): Principal-in-Charge - Various projects including: Street of the Golden Lantern, Camino del Avion, Niguel Road, Cabot Road, Paseo de las Colinas, Camino Capistrano, Aliso Creek Road, La Paz Road rehabilitation and overlays, and miscellaneous residential street overlays and slurry seals.

County of Orange Ortega Highway Widening, San Juan Capistrano, CA (2009-2011): Principal-in-Charge - Pavement design for Phase 1 widening of Ortega Highway from the City of San Juan Capistrano border to Antonio Parkway. Design involved pavement rehabilitation of existing roadway and widening of both roadway shoulders.

## **GEO-STRUCTURAL ENGINEERING**

### **MECHANICALLY STABILIZED EARTH (MSE) WALLS:**

The Irvine Company Development Areas 2C4 and 5, County of Orange, Newport Coast, CA: Design and construction oversight of numerous Loffel walls throughout the Newport Coast development area for The Irvine Company. Wall heights range up to 25 feet in height.

Ladera Development, County of Orange, CA: Design and construction oversight of 50-foot-high "Loffel"-type MSE wall at the entrance to the Ladera Development in South Orange County. The wall was the highest wall permitted in the County of Orange to date. Due to the wall's height, it involved an extensive design and review process. In addition, the wall was instrumented with slope inclinometers and an array of specially designed survey points integrated into the block facing. An abstract for a paper describing the wall design and instrumentation results was accepted to the ASCE GEO-DENVER 2000 Conference.

Distressed "Keystone" Wall Evaluations: 1) Placentia, Forensic evaluation of distressed "Keystone" wall for Shea Homes, 2) Agoura Hills, Forensic evaluation of distress behind "Keystone" wall for Oaks Christian School, 3) Rancho Bernardo, CA: Comprehensive forensic evaluation of severely distressed "Keystone" Wall at the Legacy/Toshiba development.

Crystal Cove Access Road, The Irvine Company, Orange County, CA: Design of up to 40-foot-high "Loffel"-type MSE wall to support a major access road to a detention basin and recreation area. Special design considerations included: High seismic area, use of select backfill in both reinforced and retained zones, and erosion protection at the toe of the wall.

Spectrum 5 Commercial Development Area, Irvine, CA: Design and construction oversight for over 1700 lineal feet of a "Loffel"-type MSE wall.

San Dimas Residential Development (Tract 52717), San Dimas, CA: Development of design plans and specifications for over 30 MSE walls incorporated into rough grading plans for a large residential development.

#### **SOIL NAIL AND TIE-BACK WALLS/SLOPES:**

China Cove Soil Nail Wall/Slope, City of Corona Del Mar, CA: Structural and geotechnical design and construction oversight for soil nail wall and slope with "boulderscape" facing. Design done to mitigate long-term surficial failure problem and upgrade the look of a high profile slope.

Placentia Slope Stabilization, Placentia, CA: Structural design for soil nail wall at the rear of several homes in residential development. Wall was designed to stabilize slope while minimizing space impacts in rear yard.

HOA Tie-back Slope Stabilization, City of Orange, CA: Structural and geotechnical design and construction oversight for tie-back slope stabilization project. Complete design plans and specifications were provided. Geotechnical and special inspections performed during construction. Services also included construction management.

#### **MASONRY RETAINING WALLS:**

Masonry Wall Design, Sendero Development of Rancho Mission Viejo, CA: Complete geotechnical and structural design for masonry walls for level ground, toe-of-slope and top-of-slope conditions. Includes complete structural plans and details. Designs for miscellaneous structures such as pilasters, monuments also provided.

Masonry Wall Design, Esencia Development of Rancho Mission Viejo, CA: Complete geotechnical and structural design for masonry walls for level ground, toe-of-slope and top-of-slope conditions. Includes complete structural plans and details. Designs for miscellaneous structures such as pilasters, monuments also provided.

## **CAISSON WALLS:**

Palos Verdes Drive Roadway Stabilization, Palos Verdes Estates, CA: Performed geotechnical and structural design and construction oversight for caisson tie-back wall to provide lateral support to a portion of Palos Verdes Drive North. Complete plans and specifications were developed.

Berquist Residence Caisson Supported Retaining Wall, Dana Point, CA: Performed structural engineering for caisson supported top of slope retaining wall. Complete plans and specifications were developed.

## **LEGAL CONSULTATION**

Mr. Silver has provided geotechnical consultation for litigation on a wide variety of projects for over 20 years in the States of CA and Nevada. He has been deposed numerous times and testified in court on a number of occasions. The type of litigation cases that Mr. Silver has been involved in include:

- Landslides
- Foundation distress due to expansive soils and settlement
- Settlement adjacent multi-story buildings.
- Concrete corrosion/sulfate damage
- MSE walls/retaining walls
- Dewatering/groundwater issues
- Public works failures
- Site drainage

## **SPECIAL STUDIES**

Residential Foundation Deterioration Study for the Cities of Lakewood, La Palma, and Cypress, CA: Staff Engineer - Regional evaluation of concrete corrosion performed for CDMG. Study included: analysis of soil and groundwater conditions, review of construction practice and code requirements and other geotechnical/geological contributing factors.

## **RECENT PROJECT AWARDS**

The following project awards are for projects where Mr. Silver served a primary role in either the geotechnical engineering design or management of the project.

Outstanding Geotechnical Project – CalGeo 2019

Inn at the Mission

Project Awards – ASCE 2018

Lido House Hotel

Outstanding Geotechnical Project – ASCE 2016

Emerald Bay Widening

Outstanding Structural Engineering Project – ASCE 2016

400 Spectrum Center Drive Soil Nail wall

Project Awards – APWA 2016

Marina Park  
Oso Creek Multi-use Trail  
La Pata Extension

Geotechnical Project of the Year – 2016 – OC/LA ASCE

Cow Camp Road Design – Phases 1A & 1B

Geotechnical/Structural Project of the Year Award – 2015 – OC/LA ASCE

650 Newport Center Drive Office Tower and 670 Newport Center Drive Parking Structure

Airport and Ports Award – OC ASCE 2015

Marina Park

Community Improvement Project Award – OC ASCE 2015

PCH/Del Prado Bridge and Street Improvements

**PUBLICATIONS**

Sandri, D., Silver, G., Trazo, R., 2000, “Design, Construction, and Monitoring of a 14.9M High Geosynthetic Reinforced Segmental Retaining Wall in a Seismically Active Region”, ASCE Geotechnical Special Publication (GSP) “Advances in Transportation and Geoenvironmental Systems using Geosynthetics”.

Silver, G., Van Thiel, D., 2006, “Permanent Deflection and Performance Study of Drivable Grass”, Published in Stormwater Magazine 2007 and Stormwater Solutions Magazine – 2008.

Shlemon, Roy J., Davis, Paul, and Silver, Gregory, 2008, “Relative Activity of North Branch Splays (NBS) of the Newport-Inglewood Fault Zone, West Newport Oil Field, Newport Beach, CA”.

Silver, Gregory, Bates, Lisa, 2013, “Landslide Stabilization Using High Strength Aggregate-Cement Slurry”, ASCE/Geo Institute 2013 Geo-Congress: Stability and Performance of Slopes and Embankments III, Geotechnical Special Publication No. 231.

Bastani, A., Silver, G., Atkinson, D., 2014, “CPT Based Settlement Prediction Over CA Soft Rock, CPT-14 – 3<sup>rd</sup> International Symposium on Cone Penetrometer Testing.

Bastani, A., Silver G., 2017, “CPT Based Settlement Prediction Over CA Soft Rock, Stiff Alluvium and Soft Alluvium Sites” – International Foundation Congress and Equipment Expo (IFCEE) 2018.



# LISA L. BATES, PG, CEG

Associate Geologist

Director of Municipal Geotechnical and Engineering Services



## PROFESSION

Engineering Geologist

## REGISTRATIONS

Certified Engineering Geologist,  
State of California

Professional Geologist,  
State of California

## CERTIFICATIONS

Qualified SWPPP Practitioner,  
State of California

Qualified SWPPP Designer,  
State of California

## EDUCATION

B.S., Geological Sciences,  
University of California, Santa  
Barbara

Summer Field Studies, Oregon  
State University

## AFFILIATIONS

National Association of Women In  
Construction, Orange County  
Chapter – Past Chapter President  
(NAWIC)

South Coast Geological Society

Lisa has over 26 years of experience in various aspects of the geotechnical field. She has worked successfully with homeowners' associations, residential and commercial developers, master community planners, and governmental agencies on both private and public works projects. She has extensive experience in a wide variety of projects including: residential and commercial development, public works projects, hillside grading, landslide investigation and mitigation, and forensic investigations. Ms. Bates excels at landslide and slope failure investigations and repairs, and has worked with many homeowners' associations on slope issues. In addition, she has served as an expert witness for several legal matters. She is also the Reviewing Geologist for several public agencies. Her goal is to provide an outstanding product to her clients in a timely and cost efficient manner, while upholding the high standards and mission of GMU. Selected project categories representative of Ms. Bates' experience are described below:

- Landslide/Slope Failure Investigation and Repair
- Construction Management
- Geotechnical Review/Consulting Services for Multiple Cities
- Public Works Projects
- Fault Studies
- Legal Consultation
- Residential/Commercial Projects
- Single Family Residential Custom Developments

Additional information and notable projects from Lisa's portfolio are summarized on the following pages.

## CONSULTANT TO PUBLIC AGENCIES

Lisa has over 26 years' experience working with various governing agencies, including 20 years providing on-call geotechnical services to a variety of agency clients. A chronological list of Ms. Bates' experience is described below:

- **City of Aliso Viejo (2011 to 2012):**
  - Construction Observation
  - Emergency Services (Slope Failures)
- **City of Rancho Santa Margarita (2008 to current):**
  - Development Reviews
  - Geotechnical Investigation and Design
- **City of Laguna Niguel (2002 to current):**
  - Development Reviews (Building, Grading, and Planning/Entitlement)
  - Geotechnical Investigation and Design
  - Construction Observation
  - Emergency Services (Landslides, Public Safety, "Red Tagging", etc.)
  - Geotechnical Monitoring
- **City of Chino Hills (2002 to current):**
  - Development Reviews (Building, Grading, and Planning/Entitlement)
  - Geotechnical Investigation and Design
  - Construction Observation
  - Emergency Services (Landslides, Public Safety, etc.)
  - Geotechnical Monitoring
- **City of Dana Point (2008 to current):**
  - Geotechnical Investigation and Design
  - Construction Observation
  - Emergency Services (Slope Failures, Blufftop Failures, Public Safety, etc.)
  - Geotechnical Monitoring
- **City of Laguna Hills (2010 to 2020):**
  - Development Reviews (Grading, Planning, and Entitlement)
  - Geotechnical Investigation and Design
- **City of Mission Viejo (2016 to current):**
  - Development Reviews (Engineering)
  - Geotechnical Investigation and Design
  - Construction Observation
  - Emergency Services (Landslides, Public Safety, etc.)
  - Geotechnical Monitoring
- **City of Anaheim (2021 to current):**
  - Development Reviews (Engineering)
- **City of Laguna Beach (2022 to present):**
  - Development Reviews (Hydrology and WQMP)

## **PUBLIC WORKS PROJECTS**

- **Lower Curtis Park Expansion Project, City of Mission Viejo** – Geotechnical investigation for proposed park expansion to include 4 new sports fields and associated improvements. Project included study of multiple large landslides and impacts of proposed development on landslide stability. Project is currently under construction, including landslide removal, mass grading, and import of over 1 million cubic yards of fill soil.
- **Tier 1, Tier 2, and Tier 3 Improvement Projects, Crown Valley Community Park, City of Laguna Niguel** – Three phases of improvements at the City's largest park included: New tot lot, splashground, amphitheater, parking lots, bridge, and community building, as well as retaining walls, and other non-structural elements. Scope included geotechnical investigations and design support for these improvements, as well as construction geotechnical observations, testing, special inspection, non-destructive testing, and materials testing.
- **La Pata Avenue Gap Closure, South, County of Orange** – Geotechnical investigation for proposed alignments of widening and extension of La Pata Avenue from Ortega Highway to San Clemente. Project included study of multiple large landslide complexes, fault alignments, and complex geology.
- **La Pata Interim Widening for New High School, San Juan Capistrano** – Capistrano Unified School District: Project included geotechnical investigation and construction observation during widening and re-paving of existing roadway.
- **Reclaimed and Domestic Water Reservoirs, City of Chino Hills** – Geotechnical investigation for proposed water reservoirs in semi-developed areas. Project included subsurface investigation for reservoir sites and access roadways as well as review of proposed plans. Scope during construction of reservoirs included geotechnical observation and testing, and special inspection.
- **Dana Point Harbor, City of Dana Point** – Geotechnical investigation for redevelopment of existing harbor facilities, including new parking structure, retail, restaurants, boat storage and supporting improvements.
- **Long Beach Sports Park, Long Beach** – Geotechnical investigation for planned recreational sports complex including artificial turf soccer and baseball fields, clubhouse/concessions, office building and skate park to be constructed on property used for oil field operations and debris disposal. Project included complex investigation to evaluate buried alluvial channel and marshland overlain by debris and fill soils, and development of geotechnical recommendations for corrective grading and design of structures.
- **Sports Park, Chino Hills, City of Chino Hills** – Project included geotechnical investigation, input on design, and construction observations during rough and precise grading, including paving and construction of artificial grass fields.
- **City Hall, City of Laguna Niguel** – Geotechnical investigation for proposed City Hall site on existing graded area. Project included subsurface investigation, design support, and grading observations.
- **Portuguese Bend Beach Club, Rancho Palos Verdes** – Army Corps of Engineers: Geotechnical investigation for proposed seawall and buttress at toe of active Portuguese Bend landslide. Investigation included design and analysis of alternative methods to preserve coastal environment.
- **Government Center, City of Chino Hills** – Geotechnical investigation, design recommendations, plan

review, and observation of construction of new civic center. Center includes new parking structure, City Hall, fire, and police buildings as well as residential development.

- **Ortega Highway (State Route 74) Widening between San Juan Creek and Orange/Riverside County Line, Orange County, Private Contractor** – Project included providing on-call geotechnical services to general contractor, including evaluation of temporary slope stability in hard rock and rock fill.

#### **LANDSLIDE/SLOPE FAILURE INVESTIGATION AND/OR REPAIR**

Ms. Bates' experience investigating and/or repairing landslides, slope failures, and erosion includes dozens of projects. The list below includes highlights of her project experience, including high-profile or complex landslides.

- **Hacienda Road, La Habra Heights** - City of La Habra Heights: Project included geotechnical investigation of a portion of roadway with steep natural slopes and existing distress. Investigation included large and small diameter borings, installation and monitoring of a slope inclinometer, geologic analyses, and development of repair options. Project also included development of design repair plans and specifications, as well as coordination with bidders and impacted agencies.
- **Poppy Trail Landslide, Rolling Hills** – California Joint Powers Insurance Authority: Project included geotechnical investigation and design of repair of a large landslide within a hillside residential area. Challenges included steep terrain, adjacent properties, and complex geology. Duties included geologic investigation and grading observations, project oversight, and construction management advisor services.
- **Philemon Landslide, Dana Point** – Private Developer: Project included geotechnical investigation and design of repair of a landslide impacting four residential structures. Challenges included existing residences and adjacent properties, adverse geologic structure, and poor shear strengths for onsite soils. Repair design included innovative slurry backfill of keyway excavation. Duties included geologic investigation, project oversight, and grading observations. Project won 2014 CalGeo Project Award and was presented at 2013 Geo-Congress in San Diego.
- **Horseshoe Landslide, Anaheim Hills** – Homeowners Association: Project included emergency geotechnical services after re-activation of ancient landslide within developed area. Duties included geotechnical investigation, construction management advisor services, long-term monitoring, groundwater monitoring, development of repair plan, coordination with the Association and their legal counsel, and communication with public agencies. Landslide is underlain by complex geology, and crosses City boundary.
- **Portuguese Bend Landslide Complex, Rancho Palos Verdes** – Various Clients: Multiple projects within the ancient landslide complex included investigations of:
  - Active Portuguese Bend Landslide
  - “Parcel 4” Landslide
  - Abalone Cove Landslide

Tasks included coordinating complex geologic field investigations with multiple drilling methodologies, analyzing data collected to prepare maps and geologic cross-sections, creation of a structure contour map of the entire landslide complex, and development of mitigation measures to stabilize the landslides.

- **South Shores Landslide, Rancho Palos Verdes** – Harris & Associates: Project included study of the inactive landslide's potential impact on a new storm drain system, including large diameter and continuous core drilling, analyses, and development of conceptual designs.

#### **RESIDENTIAL/COMMERCIAL DEVELOPMENT**

- **Cielo Vista Residential Development, County of Orange** – Residential development planned on undeveloped land required fault studies, geotechnical investigation, and foundation investigation for entrance bridge. Tasks included developing recommendations for rough grading, retaining wall, bridge, and residential structure design and providing design input during plan preparation. Provided project management for structural design of retaining and MSE walls. Project required approval from MWD for geotechnical impacts to existing Lower Feeder pipeline, involving detailed analyses, multiple meetings with MWD staff, and coordination of responses to MWD requirements and comments. Project is currently under construction, with GMU providing geotechnical observation and testing, materials testing, and Special Inspection services, as well as vibration monitoring services.
- **Talega, San Clemente** – Geotechnical investigation and geotechnical design recommendations for master planned community, including landslide and slope stability mitigation for hillside development. Investigation included drilling and logging numerous bucket auger and hollow stem borings.
- **Geotechnical Investigation, Grading & Observations, Rancho Mission Viejo/DMB Ladera, LLC, Ladera Ranch** – Geotechnical investigation and grading/construction observations of 8000+ unit master planned community. Tasks include drilling numerous bucket auger and hollow stem borings and geologic mapping and observation during mass and rough grading.

#### **FAULT STUDIES**

- **Cielo Vista Residential Development, County of Orange, North County BRS Project, LLC** – Supplemental fault study of site crossed by Whittier Fault. Included excavation and detailed logging of over 500 feet of trench. Fault study analyses methodologies included fracture mechanics, physical characteristics, geomorphology, and datable sediments. Fault study reviewed and approved by County of Orange as part of development approval.
- **The Ranch Plan, Orange County** – Rancho Mission Viejo: Fault investigation of Mission Viejo fault located within proposed development bubble.
- **Seacliff Shopping Center, Huntington Beach** - Shea Homes: Fault investigation of branch of Newport-Inglewood fault zone located within Alquist-Priolo Earthquake Studies Zone for proposed shopping center. Investigation included extensive trenching and design review.
- **Hoag Hospital, Newport Beach** - Hoag Hospital: Fault investigation of Newport-Inglewood fault zone and observation during grading of additional parking area and proposed structures.
- **Foothill Transportation Corridor, CP Alignment, Orange County** - Transportation Corridor Agencies: Fault investigation of branch of Cristianitos fault crossing proposed toll road alignment.

## **LEGAL CONSULTATION**

Ms. Bates has provided geotechnical consultation for litigation on a variety of projects for over 17 years in the State of California. She has been deposed, testified at trial, and participated in mitigation for several cases, including the following issues:

- Landslides
- Slope failure
- Construction dispute
- Slope repair
- Concrete type/source

## **PUBLICATIONS:**

Silver, Gregory, Bates, Lisa, 2012, "Landslide Stabilization Using High Strength Aggregate-Cement Slurry".

**ROGER W. SCHLIERKAMP, MSC, PE**  
Principal, Director of Pavement Engineering



**PROFESSION**

Civil Engineer

**REGISTRATION**

Registered Civil Engineer C81529  
State of California

**EDUCATION**

M.S. Civil Engineering  
(Pavement/Materials Engineering),  
University of Nevada, Reno  
B.S. Civil Engineering  
University of Nevada, Reno

**PROFESSIONAL EXPERIENCE**

GMU Geotechnical, Inc.

(2014 – Present)  
Principal / Director of Pavement  
Engineering, Rancho Santa  
Margarita, California

Twining, Inc.

(2011 – 2014)  
Pavement Engineer  
Long Beach, California

University of Nevada, Reno

(2009 – 2011)  
Graduate Researcher, Pavement /  
Materials  
Reno, Nevada

**PROFESSIONAL AFFILIATIONS**

- California Asphalt Pavement Association (CalAPA)
- ASCE Orange County - Engineers without Borders
- American Society of Civil Engineer (ASCE)
- AGC
- American Public Works Association (APWA)
- Santiago Canyon College – Part Time Instruction (Construction Materials)

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. A summary of his areas of expertise include:

- Pavement engineering evaluation, structural analysis, design expert
- Pavement management planning
- Pavement construction management advisory
- Pavement plans, specifications, and estimates
- Non-destructive testing, including falling-weight deflectometer (FWD) testing & ground-penetrating radar (GPR) testing
- Pavement smoothness testing
- Pavement mix designs, including hot-mix asphalt (HMA), rubberized hot-mix asphalt (RHMA), warm-mix asphalt (WMA) following Marshall, Hveem, and Superpave design methods, soil-stabilization, and cold recycled asphalt
- Pavement preservation strategies, including fog seals, slurry seals, scrub seals, micro-surfacing seals, and chip seals
- Pavement rehabilitation strategies, such as rubberized pavement overlays, cold recycling, full-depth reclamation, cement/lime base, and subgrade stabilization
- In-depth knowledge of various pavement construction specifications, including Caltrans, Greenbook, Airport, and Ports.
- Quality control / assurance laboratory testing expertise, including Hveem Stability, Hamburg Wheel Track, Moisture Susceptibility, Maximum Density, Wet Track Abrasion, and more.

## **Select Pavement Evaluation and Design Projects – Local Municipalities and Agencies**

**Camino Capistrano, City of San Juan Capistrano, CA 2016, August 2023:** Pavement design engineer performing and overseeing the pavement evaluation of various segments of Camino Capistrano, including corings, ground-penetrating radar (GPR) testing to identify approximate limits of buried underlying PCC, laboratory testing, and analysis. Roger also oversaw the project during construction, managing construction materials observation and testing.

**Hamilton Ave., Heil Ave., and Bolsa Ave. Pavement Evaluation Projects, City of Huntington Beach, CA, June 2023:** Pavement design engineer overseeing the evaluation of 4 major arterial segments located throughout the city of Huntington Beach, including pavement surface condition assessment, corings, falling weight deflectometer testing, laboratory testing, analysis, and development of pavement rehabilitation recommendations.

**Irvine Center Dr., Trabuco Rd., Irvine Blvd., Walnut Ave., MacArthur Blvd, and Sand Canyon Ave. Pavement Evaluation Projects, City of Irvine, CA, 2022-23:** Pavement design engineer overseeing the evaluation of 6 major arterial segments located throughout the city of Irvine, including pavement surface condition assessment, corings, falling weight deflectometer testing, laboratory testing, analysis, and development of pavement rehabilitation recommendations.

**Harbor Blvd., Frontera St., and Nohl Ranch Road Ave. Pavement Evaluation Projects, City of Anaheim, CA, October 2021:** Pavement design engineer overseeing the evaluation of 3 arterial segments located throughout the City of Anaheim, including pavement surface condition assessment, corings, falling weight deflectometer testing, laboratory testing, analysis, and development of pavement rehabilitation recommendations.

**Various Pavement Improvement Projects, Orange County, CA, January 2021:** Pavement design engineer overseeing pavement condition assessment, coring, lab testing, analysis, and development of pavement design recommendations for various OCPW projects, including Carbon Canyon Regional Park Pavement Rehabilitation Project and Strands Beach at Salt Creek Parking Lot Pavement Evaluation Project.

**Glenn Ranch Road Pavement Evaluation, City of Lake Forest, CA, January 2021:** Pavement evaluation and design, including deflection testing analysis, coring, lab testing of Glenn Ranch Road arterial street.

**Los Monteros Homeowners Association Pavement Repair Project, South Coast Water District, Dana Point, CA, July 2020:** Unstable subgrade conditions were exposed during waterline repairs. Roger performed and managed pavement surface condition assessments, pavement corings, dynamic cone penetrometer testing, laboratory testing, and development of cost-effective pavement repair recommendations (geogrid subgrade stabilization and full-depth reclamation with cement treatment recommendation strategies) to address unstable subgrade conditions. During construction, Roger managed quality assurance observation and testing services, including compaction testing.



**2020 "Phase 1" Citywide Pavement Evaluation Project, City of Aliso Viejo, CA, December 2020 to January 2021:** Pavement design engineer overseeing pavement condition assessments, corings, laboratory testing, analysis, and pavement repair recommendations of arterial and residential street segments. One of the primary objects was to address concerns regarding lack of aggregate base beneath most of the city streets and how its absence could impact pavement performance.

**East Coast Highway (MacArthur Blvd. to Newport Coast Dr.) Pavement Evaluation Project, City of Newport Beach, CA:** Pavement design engineering overseeing the evaluation of the busy arterial roadway East Coast Highway (a.k.a. Pacific Coast Highway), including falling weight deflectometer (FWD or deflection) testing to evaluate the roadway's current structural capacity and ground-penetrating radar (GPR) testing to evaluate location of underlying PCC pavement.

**Market Street (LA River to Cherry Avenue) Pavement Evaluation Project, City of Long Beach, CA:** Evaluated PCC and AC pavement, developed PCC and AC pavement rehabilitation recommendations.

**Colima Road Rehabilitation, City of Whittier, CA:** Pavement evaluation of Colima Road, from Lambert Road to Mar Vista Street, and developed pavement reconstruction recommendations to achieve 20-year design life.

**City of Torrance, CA, Plaza Del Amo at Western Mobility Enhancement Project, April 2019:** Performed pavement evaluation / design of existing roadway as well as widened roadway.

**FY 2018-19 Pavement Maintenance/Repair Project, City of Dana Point, CA, Winter 2018-May 2019:** Performed pavement surface condition assessments of various streets throughout City of Dana Point, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

**Annual Residential Slurry Seal FY 2021-22 Project, City of Dana Point, CA:** Oversight and management of rubberized polymer-modified slurry (RPMS) seal observation and testing services.

**Bonita Canyon Drive and Ford Road Pavement Evaluation, City of Newport Beach, CA, March 2019-June 2019:** Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.

**Bison Avenue, San Joaquin Hills Road, San Nicolas Pavement Evaluation, City of Newport Beach, CA, November 2018-May 2019:** Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.

**Crenshaw Boulevard Rehabilitation Project, City of Torrance, CA, April 2019:** Performed pavement evaluation to develop pavement rehabilitation repair recommendations.

**Various Pavement Evaluation Project, City of Lake Forest, CA.** Performed pavement evaluation for various pavement CIP projects, including Portola Parkway (2015), Dimension Drive (2015), Civic Center Drive (2016), etc.

**El Toro Road, Bake Parkway, Lake Forest Drive, City of Lake Forest, CA:** Managed the pavement evaluation of nearly 9 centerline miles of arterial streets within the City of Lake Forest, including coring, deflection testing, mapping of localized AC repairs, pavement engineering analysis, and development of pavement rehabilitation recommendations.

**Jamboree R. (Michelle Dr. to RR Tracks) Pavement Evaluation Project, City of Irvine, CA: November 2018** Performed pavement evaluation consisting of deflection testing, corings, surface condition assessment, laboratory testing, analysis, and development of pavement rehabilitation repair recommendations.

**Aliso Creek Trail Pavement Repair Project, Trabuco Canyon Water District, Lake Forest, CA, 2018:** TCWD performed water infrastructure improvements along this trail, which required restoration and improvement of the pavement along the trail. Roger performed and managed pavement evaluation to construction services of a segment of Aliso Creek Trail maintained by TCWD, including pavement surface condition assessments, preparation of plans/specifications, and construction quality assurance observation and testing services.

**Mayfair and Raintree Pavement Repair Project, Trabuco Canyon Water District, Rancho Santa Margarita, CA, 2018:** A waterline break occurred and lifted the asphalt concrete roadway surface. Roger performed and managed pavement evaluation to construction services of Mayfair Dr and Raintree Ln, including pavement surface condition assessments, preparation of plans/specifications, and construction quality assurance observation and testing services to help restore the pavement's condition and elevation.

**Access Road Pavement Reconstruction Project, Trabuco Canyon Water District Wastewater Treatment Plant, Trabuco Canyon, CA, 2017:** The existing road that provides access to TCWD's Waste Water Treatment Plant was in very poor condition and drained poorly at certain locations. Roger performed and managed this project from evaluation through construction, including pavement surface condition assessments, corings, laboratory testing, developing cost-effective pavement reconstruction recommendations (full-depth reclamation with cement treatment), preparation of plans/specifications, and construction quality assurance observation and testing services. Slurry seal was applied a year later as a pavement preservation treatment to extend the life of the newly reconstructed roadway.

**Califia Neighborhood, Santa Margarita Water District, Mission Viejo, CA, 2016:** Roger managed quality assurance observation and testing services of waterline trench backfill and asphalt concrete paving, including compaction testing and laboratory testing of the pavement materials used during construction.

**City of Santa Fe Springs, CA, Santa Fe Springs and Painter Avenue Pavement Reconstruction Project, October 2018:** Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair.

**City of Aliso Viejo, Glenwood Terrace Neighborhood Pavement Evaluation Project, January 2018:** Performed pavement evaluation to develop rehabilitation repair recommendations for the residential neighborhood of Glenwood Terrace.

**City of Santa Fe Springs, CA, "South Residential 1" Pavement Evaluation Project, October 2017:** Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair. Provided observation and testing services during construction phase (April 2019).

**Pavement Evaluation Project, City of San Juan Capistrano (SJC), CA, April 2017:** AC pavement evaluation of different streets throughout the City of San Juan Capistrano.

**City of San Juan Capistrano, CA, Camino Capistrano, March 2017:** AC pavement evaluation and rehabilitation design.

**City of Stanton, CA, Sunshine Village Tract, Concrete Alley, and Cerritos Avenue, February 2017:** AC and PCC pavement evaluation of neighborhood streets and alleys.

**Los Patrones Parkway, 2015 to Present:** Pavement design of new alignment of Los Patrones Parkway using cement-treated soil.

**San Gabriel Trench Pavement Value Engineering, Alameda Corridor East Construction Authority, San Gabriel, CA, August 2016:** Developed alternative pavement recommendations using in-place materials.

**Ocean Boulevard and Poppy Avenue, Newport Beach, California, June 2016:** PCC and AC pavement evaluation and reconstruction design.

**Crown Valley Parkway Pavement Evaluation & Design Project, Laguna Niguel, CA, April 2016:** AC pavement evaluation and rehabilitation design.

**Alicia Parkway Slurry Seal Investigation, Laguna Niguel, CA, 2014:** Slurry seal evaluation.

**Irvine Avenue, Newport Beach, CA, November 2014:** AC pavement evaluation and rehabilitation design.

**Pavement Reflective Cracking Investigation Project, Mission Viejo, CA, August 2015.**

**MacArthur Boulevard Rehabilitation, Newport Beach, CA, September 2015:** AC pavement evaluation and rehabilitation design.

**Palm Avenue Grade Separation Project, San Bernardino, CA, July 2015:** Pavement surface distress evaluation.

**Various Streets and Parking Lots, San Juan Capistrano, CA, July 2015:** AC pavement evaluation and reconstruction design of 7 sites.

**Metro Blue Line Artesia Park N Ride Parking Lot, Compton, CA, October 2013:** AC pavement evaluation and repair recommendations for recently constructed bus parking lot.

**Cherry Avenue and Myrtle Street, Long Beach, CA, 2013:** AC pavement evaluation and reconstruction design.

**San Antonio Street, Long Beach, CA, 2013:** PCC pavement evaluation reconstruction design.

**190<sup>th</sup> Street, Torrance, CA, 2013:** AC pavement evaluation and rehabilitation design.

**Pickett Avenue, Garden Grove, CA, 2012:** AC pavement evaluation and reconstruction design.

**Alondra Boulevard, Norwalk, CA, 2011:** AC pavement evaluation and rehabilitation design.

### **Select Pavement Management Plan Projects**

**City of Newport Beach, Citywide Pavement Management Plan Updates for 2023, 2025, 2027 OCTA Measure M2 Funding:** Managed the on-going, citywide pavement management plan study consisting of 205 centerline miles of streets to comply with OCTA Measure M2 funding requirements.

**City of Laguna Niguel, Citywide Pavement Management Plan Updates for 2020, 2022, and 2024 OCTA Measure M2 Funding:** Managed the on-going, citywide pavement management plan study consisting of 142 centerline miles of streets to comply with OCTA Measure M2 funding requirements.

**City of Chino Hills 2021 Pavement Management Plan System:** Oversaw a significant update to the City of Chino Hills' pavement management system for 2021, which included substantial updates to their 2005 pavement management system. The City's network spanned approximately 167 centerline miles.

**Various Private Homeowners Associations:** Oversee development of pavement management plan systems for various private HOA's, including Emerald Bay in Laguna Beach, Casta Del Sol in Mission Viejo, Crystal Cove in Newport Coast, Ladera Ranch in Mission Viejo, Canyon Lake Property Owners Association in Canyon Lake, Oasis HOA in Menifee, and more.

### **Select Quality Assurance Testing and Observation Projects**

**Trampas Dam, Santa Margarita Water District, Rancho Mission Viejo, CA:** Roger managed and oversaw the asphalt concrete (AC) materials testing component of the Trampas Dam Project, including pavement laboratory acceptance tests, such as asphalt concrete binder content, gradation, and Hveem Stability value.

**2022 Zone F Slurry Seal Project, City of Lake Forest, CA:** Managed quality assurance observation and testing services for the 2022 City of Lake Forest Zone F Slurry Seal Project. Slurry seal laboratory tests included moisture content, emulsion content, residual binder content, gradation, sand equivalent, and wet-track abrasion test.

**FY 19-20 Annual Roadway Resurfacing Project, City of Dana Point, CA, Winter 2020:** Pavement construction observation and testing services, including submittal reviews and engineering support during construction.

**Annual Roadway Resurfacing FY 20-21 Project, City of Buena Park, CA, November 2020:** Rubberized Emulsion Aggregate Slurry (REAS) slurry seal observation and testing.

**City of Aliso Viejo, CA, Windsong, Carbrook, and Park Avenue, December 2020-January 2021:** Project involved use of fiber-reinforced AC mixture.

**City of Aliso Viejo, CA, Pacific Park Drive, November-December 2020:** Quality assurance manager. Project involved use of fiber-reinforced rubberized AC mixture.

**Annual Residential Slurry Seal FY 20-21 Project, City of Rancho Santa Margarita, CA, November 2020:** Periodic observation and testing services of crack repairs and rubberized polymer-modified slurry (RPMS) seal.

**2020 Residential Slurry Seal and Paving Projects, City of Mission Viejo, CA, July-November 2020:** Oversight and management of crack repairs and rubberized polymer-modified slurry (RPMS) seal observation and testing services.

**City of Mission Viejo, CA, Alicia, Jeronimo, and Marguerite Rehab (CIP 20837), September-October 2020:** Localized AC repairs & ARHM overlay rehabilitation of arterial streets.

**Residential Slurry Seal FY 2019 Project, City of Mission Viejo, CA: (CIP 20838), August-October 2019:** Quality assurance manager for pavement-related materials, including localized AC repairs and Type I rubberized polymer modified slurry seal.

**City of Mission Viejo, CA, Felipe Road and Olympiad Road Pavement Rehabilitation Project (CIP 19837), June-July 2018:** Localized AC repairs and ARHM overlay quality assurance observation & testing.

**City of Chino Hills, CA, 2018-19 Slurry Seal Project, June-July 2019:** Type I emulsion aggregate slurry seal (EAS) quality assurance observation & testing.

**Las Flores Slurry Seal Project, City of Rancho Santa Margarita, CA, June 2019:** Type II emulsion aggregate slurry seal (EAS) quality assurance observation & testing.

**Residential Slurry Seal FY 2018-19 Project, City of Buena Park, CA, June 2019:** Type I Rubberized Emulsion Aggregate Slurry (REAS) quality assurance observation & testing.

**City of Newport Beach, CA, MacArthur Boulevard & University Pavement Rehabilitation Project, April-October 2019.**

**City of Dana Point, CA, FY 2018-19 Pavement Maintenance & Repair Project, April 2019.**

**City of San Juan Capistrano, CA, Del Obispo & Ortega Parking Lot Project, May-June 2019.**

**City of Rancho Santa Margarita, CA, FY 2018-19 Slurry Seal Project, January 2019.**

**City of Mission Viejo, CA, On-Call Encroachment Permit Inspection Projects, 2017 to Present:** As-needed, various EP projects.

**City of Newport Beach, CA, Marguerite Avenue and Hospital Road Pavement Rehabilitation Project, November 2018.**

**City of Mission Viejo, CA, FY 2018 Residential Slurry Seal and Overlay Project, October 2018.**

**City of Aliso Viejo, CA, Aliso Creek Road Pavement Rehabilitation Project, October 2018.**

**City of Laguna Niguel, CA, FY 2017-18 Arterial Pavement Rehabilitation Project, September 2018.**

**City of Mission Viejo, CA, Trabuco Road and Marguerite Parkway Pavement Rehabilitation Project, June 2018:** Performed quality assurance observation/testing services to comply with Federally funded project requirements.

**City of Mission Viejo, CA, FY 2017 Residential Slurry Seal and Overlay Project, October 2017.**

**Los Patrones Parkway (New Alignment), Rancho Mission Viejo, CA, August 2017-October 2019.**

**City of Rancho Santa Margarita, CA, FY 2017-18 Slurry Seal Project, June 2018.**

**2017 ARAM and ARHM Overlay, Laguna Niguel, CA, November 2016.**

**Aliso Viejo Parkway Pavement Rehabilitation Project, Aliso Viejo, CA, July 2017.**

**2016 AC Repairs Project, Laguna Niguel, CA, November 2016.**

**Pacific Park Pavement Rehabilitation, Aliso Viejo, CA, November 2016.**

**Del Obispo Pavement Rehabilitation, Dana Point, CA, October 2016.**

**Chino Hills Parkway Pavement Repairs, Chino Hills, CA, October 2016.**

**Susana Road Pavement Reconstruction, County of Los Angeles, Compton, CA, October 2016:** Cement-treated base testing/observation.

**2016 Various Locations Pavement Repairs Project, San Juan Capistrano, CA, October 2016:** AC, AB, subgrade, geogrid, cement-treated materials.

**Irvine Avenue Rehabilitation, Newport Beach, CA, Fall/Winter 2016-17:** AC, base, subgrade, concrete materials.

**Residential AC Repairs and Slurry Seal Projects, City of Mission Viejo, CA, September 2016:** AC, base, subgrade, slurry seal, tack, and pavement interlayer materials testing/observation.

**Annual Residential Slurry Seal, Newport Beach, CA, Summer 2015.**

**Palma Neighborhood, Santa Margarita Water District, Mission Viejo, CA, Summer 2016:** AC trench paving.

**Saint Christopher Neighborhood, Laguna Niguel, CA, August 2015.**

**2015-16 Annual Overlay, Rancho Santa Margarita, CA, July 2016.**

**Los Serranos Infrastructure Improvements, Chino Hills, CA, April 2016.**

**Peyton Widening, Chino Hills, CA, February 2016.**

**Reagan and Peterson Park Parking Lot Rehabilitation, Diamond Bar, CA, October 2015.**

**Del Prado Phase 2A, Dana Point, CA, August 2015.**

**2014/15 Annual Overlay, Dana Point, CA, April 2015.**

**2014/15 Annual Residential Overlay and Slurry Seal Projects, Rancho Santa Margarita, CA, Summer 2015.**

**Trabuco/Monroe Intersection Improvements, Irvine, CA, February 2015:** Federally funded project, observation/testing of pavement materials.

**Antonio Parkway Pavement Rehabilitation, Rancho Santa Margarita, Rancho Santa Margarita, CA, July 2014:** Observation/testing of pavement materials.

**Canwood Street Phase I Pavement Recycling, Agoura Hills, CA, 2013:** Cold recycled AC materials observation/testing.

**Main Street, Garfield Avenue, and Springdale Street Pavement Rehabilitation, Huntington Beach, CA, 2013.**

**Escalona Road Pavement Rehabilitation, La Mirada, CA, 2012.**

**Willow Street Rehabilitation, Long Beach, CA, 2011.**

**Wilcox Avenue Pavement Rehabilitation, Cudahy, CA, 2011.**

### **Select Private Street/Parking Lot Pavement Engineering and Evaluations**

**Los Patrones Parkway, Rancho Mission Viejo, CA:** Pavement design engineer for 5-mile long, new alignment for Los Patrones Parkway between Oso Parkway and Cow Camp Road. Various alternative designs were evaluated and the selected pavement design involved use of cement stabilized soil (CSS) to reduce pavement construction costs by approximately 40%. During construction, Roger provided engineering support and reviewed QC/QA test results of CSS, aggregate base, AC, and PCC roadway.

**Cow Camp Road, Rancho Mission Viejo, CA:** Pavement design services to support Project Report and final design PS&E for a 4-mile arterial roadway between Antonio Pkwy and Ortega Hwy on the north side of San Juan Creek.

**3075 & 3151 Imperial Highway, City of Brea, Brea, CA, July 2020:** Pavement evaluation and repair recommendations to meet 10- and 20-year design lives, including full-depth reclamation with cement treatment.

**Tapatio Foods, Parking Lot Evaluation, July 2020:** Evaluation of recently repaved parking lot, including coring and laboratory compaction testing.

**Irvine Company Office Properties (ICOP), Parking Lot Maintenance and Repair Projects, 2018 to Present:** Performing pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services for 15+ parking lots maintained by ICOP for FY 2018-19 and FY 20 projects.

**Crystal Cove, Irvine Company, Newport Coast, Newport Beach, CA, 2016- 2018.**

**UCI Lot 36 Bus Parking Lot, Irvine, CA, October 2016.**

**UCI California Avenue Parking Lot Study, Irvine, CA, March 2016.**

**Alcoa Parking Lot Pavement Evaluation, Alcoa Fastening Systems, Industry, CA, February 2015.**

**Covey Project, AC Cap Pavement Evaluation, Buena Park, CA, January 2016.**

**Edwards Life Sciences Parking Lot, Irvine, CA, January 2016.**

**Class I Bike Trail, Rancho Mission Viejo, Orange County, CA, 2015.**

**Pepperdine University Pavement Evaluation, Malibu, CA, 2013.**

**Koll Center Newport Parking Lots, CBRE, Newport Beach, CA, 2013.**

### **Select Pavement Mix Designs**

**Dove Canyon Homeowners Association, 2020 Pavement Rehabilitation Project:** Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials.

**Cement Stabilized Pulverized Base Mix Design Development, Leffingwell Road Street Rehabilitation Project, City of La Mirada, CA:** Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials to satisfy Greenbook CSPB mix design requirements.

**Cement Stabilized Pulverized Base Mix Design Development, Painter Avenue and Santa Fe Springs Road Pavement Reconstruction Projects, City of Santa Fe Springs, CA:** Developed two cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.

**Cement Stabilized Pulverized Base Mix Design Development, "Residential 1" Pavement Reconstruction Projects, City of Santa Fe Springs, CA:** Developed two cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.

**2018 Greenbook (2018 spec) All American Asphalt, Corona, CA, December 2016:** Developed AC Hveem mix designs for ½" and ¾" mixtures.

**2016 Greenbook (2015 spec) All American Asphalt, Corona, CA, December 2016.**

**Runway 6R-24L Extension Project, Soil-Cement Mix Design, LAX, February 2016.**

**Runway 7L-25R Safety Area Improvements, Soil-Cement Mix Design, LAX, October 2016.**

**Plum Canyon Road Soil-Cement Mix Design, Santa Clarita, CA, August 2016.**



**2014 Greenbook (2012 spec) All American Asphalt, Corona, CA, December 2014.**

**Soil-Cement Mix Design for Corporate Yard Facility, Buena Park, CA, December 2014.**

**Cold Recycled Asphalt Concrete and Soil-Cement Mix Designs, County of Los Angeles, CA, 2011-2014.**

**Thermal Club Racetrack Marshall Mix Design, Skanska, La Quinta, CA, 2013.**

**As-Needed Mix Designs, Granite Construction Company, Santa Barbara and Bakersfield, CA, 2011-2013.**

**Greenbook Mix Designs, All American Asphalt, San Fernando, CA, 2012.**

**Caltrans Route 405 RHMA Superpave Mix Design, Torrance, CA, 2012.**

**As-Needed Mix Designs, Griffith Company, Bakersfield, CA, 2014.**

**Pickett Avenue, Garden Grove, CA, 2012.**

#### **Select Quality Control Testing/Observation Projects**

**Route 5, CT 12-0F96C4 Widening, Flatiron Corporation, 2015-2016.**

**Route 405 Sepulveda Pass Widening, Kiewit Construction, Los Angeles, CA, 2012-2013.**

**Route 5 CT 07-121844 and 07-21594, Security Paving, Los Angeles, CA, 2014.**

**Route 710 CT 07-202144, Shimmick Construction, Long Beach, CA, 2014.**

**Route 65 CT 06-0E0604, Granite Construction, Bakersfield, CA, 2011.**

**Route 405 CT 07-3Y9404, All American Asphalt, Torrance, CA, 2012.**

#### **Select Airport and Port Pavement Projects**

**Los Angeles World Airports, LAWA Utilities & LAMP Enabling Projects, 2017 to Present:**  
Providing pavement evaluation and repair recommendations for various parking lots.

**Runway 6R-24L Extension Project, LAX, February 2016.**

**Runway 7L-25R Safety Area Improvements, LAX, October 2016.**

**Port of Long Beach Pier E Wharf Phase 1 Stage 2, Long Beach, CA, 2014.**

**Taxilane J Improvements, Long Beach Airport, Long Beach, CA, 2014.**

**Naval Air Weapons Station Runway 14/32, Hal Hays Construction, China Lake, CA, 2013.**

### **Select Pavement/Geotechnical Projects**

**Phase 1 Trail Improvements, Southern California Edison Corridor, Buena Park, CA, October 2016:** Decomposed granite path recommendations for vehicular loads, concrete flatwork, and concrete pavement design.

**UCI Lot 36 Bus Yard, Irvine, CA, October 2016:** Evaluation of existing parking lot for use as bus parking lot area, retaining wall geotechnical design, pole foundation geotechnical design, and concrete flatwork.

**Jamboree and Main Intersection Widening, Irvine, CA, February 2016:** Design of new pavements for widening and retaining wall geotechnical design.

**Cerritos Avenue Sidewalk Gap Closure, Anaheim, CA, July 2016:** Pavement design, concrete flatwork design, and free-standing wall geotechnical design recommendations.

### **Select Homeowner Association Pavement Projects**

**Kite Hill Homeowners Association, Community Center Parking Lot, January 2021:** Evaluation and repair recommendations of recent parking lot overlay paving.

**Whisler Ridge Homeowners Association, 2020 Pavement Evaluation, November 2020:** Performed evaluation to assess condition of the roadway given its age.

**Dove Canyon Homeowners Association, 2020 Pavement Rehabilitation Project:** Performed pavement evaluation/design, prepared plans/specs, performed construction management advisory, and managed materials testing/observation during construction. The repair recommendation implemented on this project saved approximately 40% (~\$400k) in construction costs.

**Groves at Orchard Hills Homeowners Association, 2019 sealcoat project: Prepared plan/specs.**

**Northridge Country Community Association, 2019 Pavement Reconstruction Project, July-October 2019:** Prepared plans, specs, and estimates for pavement full-depth reclamation with cement treatment reconstruction for the 2019 phase of work.

**Columbus Grove HOA, Tustin/Irvine, CA, August-September 2019:** Evaluation of pavement seal coat distresses on recently applied seal coating and developing pavement repair recommendations.

**Rancho Capistrano HOA, July-September 2019:** Pavement management plan study of all streets within HOA.

**Newport Coast Community Association, 2019 Coastal Canyon Parking Lot Improvement Projects, 2019:** Performed pavement evaluation and prepared plans, specs, and estimates to improve various parking lots managed by Newport Coast Community Association.

**San Joaquin Hills HOA, FY 2019 Pavement Maintenance and Repair Project.**

**Ladera Ranch Maintenance Corporation (LARMAC), Orange County, CA, 2017 to Present:** Providing as-needed pavement engineering and construction support services for streets & parking lots maintained by LARMAC.

**Bay Harbour HOA, 2016 Pavement Rehabilitation Project and 2018 Pavement Reserve Budget Advisory Services, Long Beach, CA.**

**Crystal Cove HOA Pavement Rehabilitation Project, Newport Coast, CA, December 2016 to Present:** Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.

**2017 Pelican Hill HOA Pavement Rehabilitation Project, Newport Coast, CA, January 2017 to Present:** Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.

**Casta del Sol, City of Mission Viejo, CA: July 2017 to Present.** Management and oversight of project that consisted of pavement distress surveys, distress data collection, PAVER analysis, and development of Maintenance and Rehabilitation (M&R) recommendations.

**2017 Pacifica HOA Pavement Rehabilitation Project, San Clemente, CA, Summer 2016.**

**Ritz Cove HOA Vehicular Paver Design and Construction Monitoring, Dana Point, CA, July 2015.**

**2014 Niguel Shores HOA Seal Coating Project, Dana Point, CA, 2014.**

**2015-16 Pavement Rehabilitation Project, Montego HOA, Rancho San Clemente, CA, Summer 2016.**

**2016 Pavement Rehabilitation Project, Bay Harbour HOA, Long Beach, CA, Summer 2016.**

**2016 Pavement Reconstruction Project, Northridge County Community Association (Porter Ranch), Northridge, California, April 2016.**

#### **Select Pavement Management Plan (PMP) Projects**

**City of Chino Hills, CA, 2021 Citywide Pavement Management Plan Updates, January 2021 to Present:** Helping the City re-establish an up-to-date pavement management system since their last update in 2005. Performing pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 193 centerline miles of streets.

**City of Laguna Niguel, CA, 2020, 2022, and 2024 Citywide Pavement Management Plan Updates, 2020 to Present:** Pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 141.5 centerline miles of streets and budget scenario analysis to help optimize the City's pavement maintenance and rehabilitation schedule and budget (approximately \$2M per year typically).

**Crystal Cove Community Association, 2016 to Present:** Established a pavement management inventory in 2016 and performing yearly pavement management plan updates since to help the community cost-effectively maintain and optimize their roadway network condition.

**Groves at Orchard Hills Homeowners Association, 2019 to Present:** Established a pavement management inventory in 2019 and performing pavement management plan updates.

**Casta Del Sol Community Association, 2017 to Present:** Established a pavement management system in 2017 for approximately 22 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$800k to \$1.2M per year. Performing periodic reviews and updates to the community's pavement management plan each year.

**Lake Forest II Master HOA, 2020 to Present:** Established a pavement management system in 2020 for approximately 12 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$1.0M per year. Performing periodic reviews and updates of the community's pavement management plan each year.

**Emerald Bay Community Association, 2019 to Present:** Established a pavement management system in 2019 for approximately 6 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$300k per year. Performing periodic reviews and updates of the community's pavement management plan each year.

**Ocean Ranch HOA, 2014 to Present:** Established a pavement management system in 2014 for approximately 5 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$600k per year. Performing periodic reviews and updates of the community's pavement management plan each year.

#### **Litigation and Expert Witness Testimony Projects**

Can be provided on an as-requested basis due to the nature of these types of projects.

**ALI A. ZALGHOUT, M.Sc.**  
**Pavement Engineer**



**PROFESSION**

Civil Engineer

**EDUCATION**

M.S. Civil Engineering  
(Pavement/Materials Engineering)–  
Arizona State University, Tempe  
B.E. Civil Engineering  
American University of Beirut,  
Beirut, Lebanon

**PROFESSIONAL EXPERIENCE**

GMU Geotechnical, Inc.  
(August 2019 – Present)  
Pavement Engineer  
Rancho Santa Margarita, California

Arizona State University  
(August 2017 – June 2019)  
Graduate Researcher, Pavement /  
Materials  
Tempe, Arizona

**HONORS AWARDS**

- Best Scientific Paper Award, International Journal of Road Materials and Pavement Design (October 2021)
- Engineering Grad Fellowship (May 2019)
- International Road Federation (IRF) Fellowship (May 2019)
- Ira Fulton Schools of Engineering Graduate Fellowship (May 2019)
- Holcim Award for best final year project, American University of Beirut

**PROFESSIONAL AFFILIATIONS**

- International Road Federation (IRF)
- Academy of Pavement Science and Engineering (APSE)
- American Society of Civil Engineers (ASCE)

**SUMMARY OF EXPERIENCE & QUALIFICATIONS**

Mr. Zalghout possesses over 4 years of experience in pavement engineering and materials. His areas of expertise include pavement design, management, evaluation, advanced characterization of asphalt concrete, asphalt sustainability, asphalt recycling, long-term pavement performance prediction, and fiber-reinforced asphalt mixtures. His current work includes performing pavement evaluations / designs, developing cost-effective pavement repair recommendations, performing pavement materials mix designs, and performing observation services of pavement-focused construction projects. He is currently working on projects for several local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has published more than 10 journal articles and conference proceedings in the top pavement engineering journals and conferences.

Mr. Zalghout's experience in pavement evaluation, design, management, and construction includes:

- Pavement Management Plans (PMP) for local Cities and HOAs
- Budget analysis and Maintenance and Rehabilitation (M&R) planning using PAVER
- Developing Plans, Specifications, and Engineering Estimates (PS&E) for pavement related projects
- Field Data Collection using Manual surveys
- Pavement Condition Index (PCI) calculations and analysis
- Falling Weight Deflectometer (FWD) testing and analysis
- SuperPave and Marshall Asphalt Mix designs
- Pavement Design using Caltrans, AASHTO 1993 and Pavement ME methods
- Slurry Seal observation and testing
- Parking lot Pavement Rehabilitation
- Advanced Material Characterization and Laboratory Testing: Dynamic Modulus, Flow Number, Tensile Strength Ratio, Uniaxial Fatigue, and C\* Fracture Test
- Asphalt Binder Testing: Rolling Thin Film Oven (RTFO), Pressure Aging Vessel (PAV), Multiple Stress Creep and Recovery (MSCR), Complex Shear Modulus, and Bending Beam Rheometer (BBR)

## **Select Pavement Management Projects**

**Pavement Management System Update, City of Chino Hills, CA. (Ongoing)** Performing pavement distress surveys, collecting distress data, performing PAVER analysis, and recommending Maintenance and Rehabilitation (M&R) strategies.

**Canyon Lake Property Owners Association, Pavement Management Plan Development (July 2020)** Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.

**Pavement Management Plan Update, City of Laguna Niguel, CA Update (May 2020).** Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies. Worked the Pavement Management Plan (PMP) report that was submitted to the Orange County Transportation Authority (OCTA) to keep the City eligible for Measure M2 funding.

**Casta Del Sol Pavement Management Plan, Mission Viejo, CA. (March 2020)** Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.

**FY21 OC Campus Office Parking (February 2020)** Performed network-level pavement study to plan reserve funding for parking lot improvements.

**Pavement Management Plan, Groves at Orchard Hills HOA, Irvine, CA. (February 2020)** Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.

## **Select Pavement Evaluation and Design Projects**

**East Coast Highway Pavement Evaluation, City of Newport Beach, CA. (November 2020)** Performed pavement evaluation consisting of deflection testing, pavement coring, surface condition assessment, laboratory testing, analysis, Ground Penetrating Radar (GPR), and development of pavement rehabilitation repair recommendations.

**Groves at Orchard Hills HOA Year 1 Sealcoat Project, September 2020:** Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

**Pavement Improvement Project, Dove Canyon HOA, Dove Canyon, CA. (July 2020)** Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies including Full Depth Reclamation (FDR), reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

**Technology Drive Plaza I Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (June 2020)** Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

**Technology Drive Plaza II Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (June 2020)** Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

**Las Playas Pavement Engineering Services, Las Playas HOA, Carlsbad, CA. (June 2020).** Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.

**Newport Coast Community Gates Pavement Improvement Project, Newport Beach, CA. (April 2020)** Performed pavement surface condition assessments, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction.

**Oak Canyon Pavement Assessment, Irvine Company Office, Irvine, CA. (April 2020)** Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

**Julian Estates Pavement Evaluation (April 2020)** Performed pavement surface condition assessments of various streets throughout the community, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.

**Village of Sendero Pavement Evaluation (December 2019)** Performed pavement surface condition assessments of various streets throughout the community, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.

**2 & 4 Technology Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (November 2019)** Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

**Pavement Improvement Project, San Joaquin Hills HOA, San Joaquin, CA. (October 2019)** Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

**Sand Canyon Business Center Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (October 2019)** Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

### **Select Quality Assurance Testing and Observation Projects**

**Newport Coast Community Gates Observation and Testing (October 2020)** Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.

**Sand Canyon Business Center Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (June 2020)** Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.

**San Joaquin Hills Homeowners Association (June 2020)** Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.

**2, 4, 16, & 18 Technology Pavement Assessment, Irvine Company Office Properties, Irvine, CA. (June 2020)** Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.

**Roadway Resurfacing Project, City of Dana Point, CA. (March 2020)** Performed quality assurance for pavement-related materials, including localized AC repairs and slurry seal.

**Residential Slurry Seal Project, City of Rancho Santa Margarita Annual, CA. FY 19-20 (March 2020).** Performed quality assurance for pavement-related materials, including localized AC repairs and slurry seal.

**Residential Slurry Seal Project, City of Mission Viejo, CA. FY 2019 -CIP 20838 (September 2019).** Performed quality assurance for pavement-related materials, including localized AC repairs and Type I rubberized polymer modified slurry seal.

### **Published Journal Papers**

- 1- Gudipudi, P., B.S. Underwood, and **A. Zalghout** (2017). "Impact of climate change on pavement structural performance in the United States," *Transportation Research Part D: Transport and Environment*.
- 2- Kassem, H., N. Saleh, **A. Zalghout**, and G. Chehab (2018). "Advanced Characterization of Asphalt Concrete Mixtures Reinforced with Synthetic Fibers," *Journal of Materials in Civil Engineering*.
- 3- Saleh, N., **A. Zalghout**, S. Sari Ed Din, and G. Chehab (2019). "Design, Construction, and Evaluation of Energy-Harvesting Asphalt Pavement Systems," *Journal of Road Materials and Pavement Design*. **This article was selected for the Best Paper Award by the Journal of Road Materials and Pavement Design.**
- 4- Salim, R., A. Gundla, **A. Zalghout**, S. Underwood, and K. Kaloush (2019). "Relationship Between Asphalt Binder Parameters and Asphalt Mixture Rutting," *Journal of Transportation Research Board (TRB), Transportation Research Record*.
- 5- Rajib, A. I., A. Samieadel, **A. Zalghout**, K.E. Kaloush, B.K. Sharma, & E.H. Fini, (2020). "Do all rejuvenators improve asphalt performance?" *Journal of Road Materials and Pavement Design*.
- 6- Medina, J., **A. Zalghout**, A. Gundla, S. Castro, and K. Kaloush (2021). "Use of Time-Temperature Superposition Principle to Create Pavement Performance Mastercurves and Relate PCI and IRI," *Journal of Transportation Research Board (TRB), Transportation Research Record*.

### **Journal Papers Under Review**

- 1- **Zalghout, A.**, S. Castro, J. Karam, and K. Kaloush (Under Final Review). "Laboratory and Field Evaluation of Asphalt Mixtures Containing Reclaimed Asphalt Pavement (RAP) in Hot Climate: Case Study from Phoenix, Arizona," *Journal of Construction and Building Materials*.
- 2- Kaloush, K., K. Wu, **A. Zalghout**, and J. Medina (Under Final Review). "PCI-based Pavement Performance Modeling Using Long Term Pavement Performance Data," *International Journal of Pavement Research and Technology*.



## Published Conference Proceedings

- 1- **Zalghout, A.**, N. Saleh, S. Sari Ed Din, and G. Chehab. "The Utilization of Geothermal Energy for Resilient Asphalt Pavement Structure," *Proceedings of The Second European and Mediterranean Structural Engineering and Construction Conference*, Beirut - Lebanon, July 2018.
- 2- Sari Ad Din, S. A., N.F. Saleh, **A. Zalghout**, G.R. Chehab, "Thermal Analysis of Hydronic Asphalt Pavement Systems," *Proceedings of the Advances in Materials and Pavement Performance Prediction Conference*, Doha - Qatar, April 2018.
- 3- Kassem, H. A., G.R. Chehab, N.F. Saleh, & **A. Zalghout**, "Assessment of Fiber Reinforced HMA and WMA Mixes Using Viscoelastic Continuum Damage Model," *Proceedings of the Tenth International Conference on the Bearing Capacity of Roads, Railways, and Airfields*, Athens - Greece, June 2017.

## Technical Reports

- 1- **Zalghout, A.**, W. Campbell, and K. Kaloush (2019) "Reclaimed Asphalt Pavement Project Phase II," *Final Report Submitted to City of Phoenix, Arizona*.
- 2- **Zalghout, A.** (2019) "Laboratory and Field Evaluation of Plant Produced Asphalt Mixtures Containing RAP in Hot Climate Areas," **Master's Thesis, Arizona State University**.
- 3- **Zalghout, A.**, and K. Kaloush (2019) "Evaluation of Aged Binder Extracted from an Old Asphalt Pavement Coated with a DP-200 Polymer Layer," *Final Report Submitted to Creative Paving Solutions (formerly DecoCoat Polymer Systems)*.

## Professional Presentations and Poster Sessions

- 1- Gudipudi, P., B.S. Underwood, and **A. Zalghout** (2017). "Impact of Climate Change on the Pavement Performance and Its Sensitivity to Various Climate Prediction Models," *Poster Presented at the 96<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 2- Kassem, H. A., G.R. Chehab, N.F. Saleh, & **A. Zalghout** (2017). "Assessment of Fiber Reinforced HMA and WMA Mixes Using Viscoelastic Continuum Damage Model," *Lectern Session Presentation at the Tenth International Conference on the Bearing Capacity of Roads, Railways, and Airfields*, Athens – Greece.
- 3- Kassem, H., N. Saleh, **A. Zalghout**, and G. Chehab (2018). "Assessment of Fiber-Reinforced Asphalt Concrete Mixes Using Advanced Material Characterization," *Poster Presented at the 97<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 4- Sari Ad Din, S. A., N.F. Saleh, **A. Zalghout**, G.R. Chehab (2018). "Thermal Analysis of Hydronic Asphalt Pavement Systems," *Lectern Session Presentation at the Advances in Materials and Pavement Performance Prediction Conference*, Doha – Qatar.

- 5- Salim, R., A. Gundla, **A. Zalgout**, S. Underwood, and K. Kaloush (2019). "Relationship Between Asphalt Binder Parameters and Asphalt Mixture Rutting," *Poster Presented at the 98<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 6- Wu, K., **A. Zalgout**, J. Medina, and K. Kaloush (2019). "PCI-based Pavement Performance Modeling Using Long Term Pavement Performance Data," *Lectern Session Presentation at the 98<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 7- **Zalgout, A.**, S. Castro, R. Salim, and K. Kaloush (2020). "Laboratory and Field Evaluation of Plant Produced RAP Mixtures in Hot Climate Areas: Case Study from Phoenix, Arizona," *Poster Presented at the 99<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 8- Medina, J., A. Gundla, **A. Zalgout**, S. Castro, and K. Kaloush (2021). "Use of Time-Temperature Superposition Principle to Create Pavement Performance Mastercurves and Relate PCI and IRI," *Poster Presented at the 100<sup>th</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.
- 9- **Zalgout, A.**, S. Castro, J. Karam, and K. Kaloush (2021). "Case Study of Evaluating Asphalt Pavements Containing RAP in Harsh and Hot Climate," *Lectern Session Presentation at the 18<sup>th</sup> International Road Federation (IRF) World Meeting and Exhibition*, Dubai – UAE.
- 10- Beckley, M., **A. Zalgout**, J. Medina, and K. Kaloush (2022). "Development of International Roughness Index (IRI) Prediction Models Using LTPP and MnROAD Databases," *Poster will be presented at the 101<sup>st</sup> Annual Meeting of the Transportation Research Board (TRB)*, Washington DC – USA.

### **Invited Talks**

- "City of Phoenix RAP Study," *Arizona Pavement and Materials Conference, Tempe, AZ*. November 2019.

### **Media Coverage**

- Appeared in a documentary about Recycled Asphalt on Arizona PBS. Link: <https://azpbs.org/catalyst/2019/06/catalyst-recycled-asphalt/>

### **Research Projects**

#### **1- Evaluating the Use of Reclaimed Asphalt Pavements (RAP) in Phoenix, Arizona**

**Funding Agency:** City of Phoenix, Arizona

**Principal Investigator (PI):** Kamil Kaloush (Professor at Arizona State University)

Main tasks accomplished:

- Spearheaded the planning and scheduling of the entire project, including providing duration and cost estimates.

- Coordinated with the City of Phoenix engineers to construct the test sections required for the study and ensure that the materials conform with the specifications.
- Performed laboratory testing on the sampled asphalt. The testing program included: Dynamic Modulus, Flow Number, Uniaxial Fatigue, Indirect Tensile Strength Test (IDT), and C\* Fracture Test.
- Performed binder extraction using centrifuge and recovery using the Rotovap.
- Conducted FTIR analysis and performed Performance Grading (PG) on the recovered binder.

## **2- Evaluating MSCR Testing for Adoption in ADOT Asphalt Binder Specifications**

**Funding Agency:** Arizona Department of Transportation (ADOT)

**Principal Investigator (PI):** Kamil Kaloush (Professor at Arizona State University) and Shane Underwood (North Carolina State University)

Main tasks accomplished:

- Performed Flow Number (FN) tests on 21 different asphalt mixtures.
- Conducted the analysis of the FN test results.
- Correlated the FN data to different binder indices.

## **3- Evaluation of the Impacts of Climate Change on Pavement Structural Performance**

**Funding Agency:** National Transportation Center at Maryland (NTC), a center established by US Department of Transportation (USDOT)

**Principal Investigator (PI):** Shane Underwood (Associate Professor at North Carolina State University and formerly Assistant Professor at Arizona State University)

Main tasks accomplished:

- Collected climate data from different climate prediction models.
- Performed Pavement ME analysis to investigate the effects of temperature changes on pavement performance.
- Analyzed Pavement ME results.
- Conducted literature review on the topic.

## **4- Differentiating Asphalt Rejuvenators from Softeners via Binder and Mixture Indicators**

**Funding Agency:** National Science Foundation (NSF)

**Principal Investigator (PI):** Elham Fini (Associate Professor at Arizona State University)

Main tasks accomplished:

- Prepared Asphalt specimens starting with sieving, batching, mixing, compaction, coring, sawing, drying the sample, and finally measuring the air voids.
- Performed crack propagation testing on the samples.

## **5- Design and Evaluation of Fiber-Reinforced Asphalt Mixtures (FRAC) Funding**

**Agency:** Qatar National Research Fund (a member of Qatar Foundation)

**Principal Investigator (PI):** Ghassan Chehab (Associate Professor at American University of Beirut)

Main tasks accomplished:

- Prepared Fiber-Reinforced Asphalt specimens starting with sieving, batching, mixing, compaction, coring, sawing, drying the sample, and finally measuring the air voids.
- Performed dynamic modulus testing on the samples.
- Performed moistures damage resistance tests.
- Performed Pavement M-E analysis to predict the rutting and fatigue behavior of Fiber-Reinforced Asphalt Pavements.

## **6- Laboratory Evaluation of Crack Sealants Modified with Reacted and Activated Rubber (RARX)**

Main tasks accomplished:

- Performed Multiple Stress Creep and Recovery (MSCR) using the Dynamic Shear Rheometer (DSR) on sealants with different RARX contents.
- Performed complex shear modulus tests using the DSR.
- Performed viscosity tests using the Rotational Viscometer (RV).
- Performed Binder Bond Strength Test (BBS).
- Performed Toughness and Tenacity Test (TTS).

## **7- Modeling Pavement Performance through the Pavement Condition Index (PCI)**

Main tasks accomplished:

- Collected distress data for different asphalt pavement sections from the Long-Term Pavement Performance database (LTPP).
- Calculated the Pavement Condition Index (PCI) of these sections following the ASTM D6433 protocol.
- Applied the concept of Time-Temperature superposition in the dynamic modulus analysis to shift the PCI data and construct PCI Master curves for each group of sections.

## **8- Design, Construction, and Evaluation of Energy-Harvesting Asphalt Pavement Systems**

Main tasks accomplished:

- Coordinated with the Municipality of Mishrefeh to construct a large-scale test section with pipes embedded in the asphalt layer to harvest the solar energy and heat the circulated water.
- Studied the constructability issues of this type of pavement.
- Optimized the system and developed new ideas for de-icing of the pavement during winter, and decreasing its temperature during summer, to prolong the pavement life, and use the sun energy efficiently.
- Reported all the results and performed analysis.

## **Certifications**

- Pavement Inspector Certification. Certified by Orange County Transportation Authority (OCTA).
- Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Pavement Using Nuclear Gages. Certified by California Department of Transportation (Caltrans).
- Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gage. Certified by California Department of Transportation (Caltrans).

## **Professional Activities and Services**

- **Vice President, International Road Federation Class of 2018**  
My role as a Vice President of the class is to keep the class connected, organize reunion meetings, and provide any needed help to the class.
- **Associate Member, American Society of Civil Engineers (ASCE) Orange County Chapter and Transportation and Development Institute (T&DI) Liaison**  
Member of the ASCE Transportation and Development Institute (T&DI), for which I plan, and coordinate events related to transportation engineering.
- **Volunteer, Arizona Pavements and Materials Conference**  
Helped organize activities during the 14<sup>th</sup> and 15<sup>th</sup> Arizona Pavements and Materials Conference.
- **Journal and Conference Articles Reviewer**
  - ASCE Journal of Materials in Civil Engineering
  - Journal of the Transportation Research Board (TRB)
  - ASCE Journal of Transportation Engineering, Part B: Pavements
  - SN Applied Sciences
  - Middle East Society of Asphalt Technologists Conference (MESAT).
- **Session Moderator**  
Moderated the following sessions during the International Road Federation Global R2T Conferences in Las Vegas:
  - TS 6.2: Toward Smart Cities
  - TS 1.3: Preserving Road Assets
  - TS 1.5: Road Inventory & Inspection
- **Staff Writer at AUB Outlook Newspaper**  
Staff writer, wrote weekly articles for students at AUB
- **Student Member, Civil Engineering Society (CES)**  
Participated in events for civil engineering students at AUB
- **Organizer, AUB Outdoors**  
A vital and active member of the AUB Outdoors organizers. This annual event usually attracts over 24,000 people and engages people from all over Lebanon relating to diverse social and socioeconomic groups.

## **Fields of Interest**

- Pavement Management Systems
- Advanced Material Characterization
- Asphalt Binder Rheology
- Fiber-Reinforced Asphalt Concrete
- Warm Mix Asphalt Properties
- Reclaimed Asphalt Pavements
- Sustainable Asphalt Pavements
- Use of Geothermal Energy in Pavements
- Pavement Quality Control and Quality Assurance (QC/QA)
- Pavement Evaluation and Repair Strategies

**JOHN VILLARRAGA**  
Laboratory Manager



**PROFESSION**

Laboratory Manager

**CERTIFICATIONS**

Caltrans Certified

CT 105, CT 106, CT 125 AGG, CT 201, CT 202, CT 204, CT 205, CT 206, CT 207, CT209, CT 216, CT 217, CT 226, CT 227, CT 229, CT 234, CT 235, CT 301, CT 304, CT 308, CT 309, CT 366, CT 370, CT 382

**PROFESSIONAL EXPERIENCE**

GMU Geotechnical, Inc.  
(2007-Present)  
Laboratory Manager  
Rancho Santa Margarita,  
California

**SUMMARY OF EXPERIENCE**

Mr. Villarraga has worked for our firm since June of 2007. His responsibilities include managing all aspects of GMU's in-house laboratory and compile lab reports. Mr. Villarraga maintains certifications by Caltrans, County of Orange, AASHTO AMRL, DSA, and City of Los Angeles. Mr. Villarraga is experienced in all phases of soils, aggregates and asphalt testing. He has experience in performing the following tests:

- A complete range of soils/geotechnical tests including:
  - Sieve and Hydrometer
  - Atterberg Limits
  - Maximum Density
  - Direct Shear
  - Expansion Index
  - Consolidation including time rate
  - Sand Equivalent
  - Organic Impurities
  - Moisture and Density
  - Durability and LA rattler test
  - Soundness
- Soil chemical tests including:
  - Minimum Resistivity
  - Sulfate and Chloride Content
  - Organic Matter
  - pH
- Complete pavement testing including:
  - R-Value
  - Hveem
  - AC Unit Weight
  - % Asphalt by Ignition and/or Gradation
  - Superpave Gyratory Compaction
  - Slurry Seal
  - Additional Specialty Pavement Tests
- Specialty testing including:
  - Soil Cement
  - Handling and testing of frozen sampling
  - Insitu soil mixing test samples
  - Permeability testing

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# APPENDIX B

## Evidence of Insurance Compliance

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GMUGEOT-01

MCCOWANA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2023

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).

<b>PRODUCER</b> License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	<b>CONTACT NAME:</b> Dana Schwartz <b>PHONE (A/C, No, Ext):</b> (619) 574-6223 50203 <b>FAX (A/C, No):</b> (619) 574-6288 <b>E-MAIL ADDRESS:</b> Dana.Schwartz@ioausa.com														
<b>INSURED</b>  GMU Geotechnical, Inc. 23241 Arroyo Vista Rancho Santa Margarita, CA 92688	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B : Fireman's Fund Indemnity Corporation</td> <td>11380</td> </tr> <tr> <td>INSURER C : Underwriters at Lloyd's London (IL)</td> <td>15792</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Fireman's Fund Indemnity Corporation	11380	INSURER C : Underwriters at Lloyd's London (IL)	15792	INSURER D :		INSURER E :		INSURER F :	
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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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Cont Liab/Sev of Int</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0005783	12/31/2022	12/31/2023	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr> <tr><td><b>Ded</b></td><td>\$</td><td>0</td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000	<b>Ded</b>	\$	0
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A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp. Ded.: \$1,000    Coll. Ded.: \$1,000			PSA0002105	12/31/2022	12/31/2023	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$										
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BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
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EACH OCCURRENCE	\$	5,000,000																										
AGGREGATE	\$	5,000,000																										
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0003341	12/31/2022	12/31/2023	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTHER</td><td></td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
B	<b>Professional Liab.</b>			USF00625422	12/31/2022	12/31/2023	<b>Per Claim</b> 2,000,000																					
C	<b>Cyber / \$2,500 Ded.</b>			ESK0239453070	5/20/2022	5/20/2023	<b>Limit</b> 1,000,000																					

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

<b>CERTIFICATE HOLDER</b>    <div style="text-align: right;"><b>FOR YOUR REFERENCE ONLY</b></div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>
---	--

ACORD 25 (2016/03)

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# APPENDIX C

## Exhibit A, Proposal Acknowledgement Form

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EXHIBIT A

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 1, 2, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

  
Original Signature by Authorized Officer/Agent

33-0359134  
Vendor's Tax ID Number (FEIN)

Gregory P. Silver  
Type/Print Name of Signatory

GMV Geotechnical, Inc.  
Company Name

President/CEO/Principal Engineer  
Title

949-888-0513  
Phone Number

30336 Esperanza, Rancho Santa Margarita CA 92688  
Consultant Mailing Address

949-888-1380  
Fax Number

Form of Business (mark one of the following):

www.gmvgeo.com  
Website Address

Sole Proprietor/Individual

gsilver@gmvgeo.com  
E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: California

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ON-CALL GEOTECHNICAL ENGINEERING SERVICES**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "Cesar Rangel", is positioned above a horizontal line.

**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	Tuesday, September 26, 2023
Deadline for Questions:	Thursday, October 19, 2023
Proposal Due Date:	<b>Thursday, October 26, 2023, at 4:00 p.m.</b>
Presentation/Interviews:	TBD (as necessary)



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**EXHIBIT A: PROPOSAL ACKNOWLEDGEMENT FORM**

**EXHIBIT B: SAMPLE PROFESSIONAL SERVICES AGREEMENT**



## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton ("City") is requesting proposals from qualified consultants to provide On-Call Geotechnical Services.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 p.m. on Thursday, October 26, 2023.** The consultant contract is anticipated to be awarded at a December City Council meeting. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Cesar Rangel, Director of Public Works/City Engineer, at (714) 890-4203, or via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov).

## **II. PROJECT BACKGROUND**

The City of Stanton is located in western Orange County. It covers an area of 3.15 sq. mi. The city is comprised of residential and commercial properties. The Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

### III. SCOPE OF SERVICES

The selected consultant shall conduct all engineering and administrative tasks necessary to complete the project.

Project tasks shall include, but are not necessarily limited to, those items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.**

#### Geotechnical investigation & design services for Public Works projects

- a. Literature review of geotechnical reports and maps
- b. Site reconnaissance
- c. Underground service alert coordination
- d. Subsurface soil sampling
- e. Boring logs
- f. Geotechnical engineering analyses
- g. Seismicity
- h. Geotechnical design recommendation for grading and foundations

#### Pavement evaluation and design

- a. Pavement corings
- b. Deflection testing
- c. Pavement analysis per Caltrans methodology

#### Geotechnical observation and testing, materials testing and special inspection

- a. Acceptance Testing for the City of various construction materials, including but not limited to AC, aggregate base, subgrade, concrete and more
- b. Field sampling/testing/observation
- c. Plant inspection
- d. Laboratory testing
- e. Laboratory certification (Caltrans, etc.)
- f. Meeting City's Quality Assurance Program

#### Geotechnical review services

- a. Review of geotechnical reports
- b. Review of grading and foundation plans
- c. Preparation of review sheets
- d. Billing
- e. Coordination with planning and building & safety staff
- f. Presentations meetings
- g. Requires GE and CEG to perform reviews

## **COMPENSATION and LENGTH OF AGREEMENT**

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$150,000.00 (One Hundred and Fifty Thousand Dollars and no cents). The Public Works Department will assign task orders as services are needed that will be subtracted from the overall not-to-exceed amount. The anticipated duration of the agreement will be for three (3) years.

## **IV. SUBMISSION REQUIREMENTS**

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

### **Three (3) copies of the Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:**

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

## **LETTER OF TRANSMITTAL**

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.



- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

## **WRITTEN PROPOSAL**

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with Storm Drain Master Plans.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no



contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, "Sample Professional Services Agreement."

10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT A**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

**SEPARATE FEE PROPOSAL**

Consultant fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Total Project Cost Proposal and hourly rate schedule.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Consultant," below.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

<b>Criteria</b>	<b>Approximate Weight</b>
<b>Staffing Capabilities / Technical Competence.</b> Candidates shall have knowledge of the principles and practices of geotechnical engineering. Available resources to perform the requested services, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.	20%
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	30%
<b>Past Performance Record.</b> Experience in completion of services of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	35%
<b>Cost.</b> Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	10%

<b>Exceptions and deviations from the City's standard Professional Services Agreement.</b>	5%
--	----

## **VI. SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works & Engineering Department  
7800 Katella Avenue



Stanton, CA 90680-3162  
*Attention: Cesar Rangel, P.E.,*

**The proposal outer envelope shall be labeled:**

**PROPOSAL FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

**VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Cesar Rangel, P.E.  
Director or Public Works/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4203  
Email: CRangel@StantonCA.gov

All questions and/or inquiries shall be submitted by Thursday, October 19, 2023.



Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by **Tuesday, October 24, 2023**, please verify any addenda was issued by contacting Cesar Rangel by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (EXHIBIT B).

## **IX. TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor’s license, required for this work shall be obtained at the sole expense of the Contractor.

## **X. PAYMENT TO CONSULTANT**

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.



The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

## **XI. INSURANCE**

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be



primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

## **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.



The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

## **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

## **XVI. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution





of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

## **EXHIBIT “B”**

### **COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).



**2023 SCHEDULE OF CHARGES  
CITY OF STANTON**

**PROFESSIONAL SERVICES**

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Document Preparation and Project Services	\$ 105.00/hour
CAD/GIS Design Engineer	\$ 123.00/hour
Staff Engineer or Geologist	\$ 165.00/hour
Senior Staff Engineer or Geologist	\$ 182.00/hour
Project Engineer or Geologist	\$ 205.00/hour
Senior Engineer or Geologist	\$ 240.00/hour
Associate Engineer or Geologist	\$ 260.00/hour
Principal/Director	\$ 285.00/hour

**FIELD INSPECTION & TESTING SERVICES**

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Staff Engineering Technician	\$ 105.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 124.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector ( <i>No 4-hour minimum</i> )	\$ 124.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 165.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 165.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

**\*Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply, except for night work.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Prevailing Wage projects, additional hourly surcharge for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 32.00/hour

**LABORATORY TESTING SERVICES**

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Laboratory Testing	\$ 133.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

**OTHER CHARGES**

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Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Leighton Consulting, Inc., a Corporation**, with its principal place of business at **2600 Michelson Drive, Suite 400, Irvine, CA 92612** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **On-Call Geotechnical Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Geotechnical Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **On-Call Geotechnical Engineering Services** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Geotechnical Engineering** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 13, 2023** to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Christian Delgadillo.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Christian Delgadillo, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.



- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** ("Total Compensation") for the entire term of the contract and shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) annually** without written approval of City's **Director of Public Works.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Leighton Consulting, Inc.  
2600 Michelson Drive, Suite 400  
Irvine, CA 92612  
Attn: **Christian Delgadillo**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants**. City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns**. This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer**. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions**. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

LEIGHTON CONSULTING, INC.

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary,  
**AND CORPORATE SEAL OF**  
CONSULTANT REQUIRED]

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**Proposal to Provide**

# On-Call Geotechnical Engineering Services

**Prepared for**



Public Works &  
Engineering Department

**OCTOBER 26, 2023**



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**Fee Schedule** – Submitted in a Separate Sealed Envelope



October 26, 2023

Cesar Rangel, PE, Public Works Director / City Engineer  
City of Stanton - Public Works & Engineering Department  
700 Katella Avenue  
Stanton, CA 90680

**SUBJECT: Request for Proposals On-Call Geotechnical Engineering Services for the City of Stanton  
Public Works Department, Engineering**

The City of Stanton (The City) is charged with supporting their vision of *Community Pride and Forward Vision* which makes Stanton a place a desirable place to live, work, and visit. Leighton Consulting, Inc. (Leighton) stands ready and capable to provide the Geotechnical Engineering services in support of your mission. We are confident that our qualifications and experience providing similar services throughout Orange County and directly for the City provide us the edge in delivering high quality and cost-efficient services.

Over the years, Leighton has successfully managed more than 150 on-call public agency contracts for cities, counties, and public agencies across southern California. City clients include Anaheim, Santa Ana, Newport Beach, Huntington Beach, Costa Mesa, Irvine, and Los Angeles. We have also had the distinct privilege on working in the City of Stanton on projects such as the Tahiti, Riviera, and Stanton Inn Apartment Homes (Permanent Supportive Housing); the Sherill Plant PFAS Treatment Facility; the Starlight West Grove Cinemas; and the Village Shopping Center.

Leighton's services will be mobilized primarily from our Irvine office. Leading our team as Project Manager and point of contact to the City will be Christian Delgadillo, PE, GE. Supporting Christian with oversight and quality assurance as required will be Principal-in-Charge, Djan Chandra, PE, GE. Their contact information is as follows.

**Christian Delgadillo**

Project Manager | Associate Engineer  
(949) 681-4252 | [cdelgadillo@leightongroup.com](mailto:cdelgadillo@leightongroup.com)

**Djan Chandra**

Principal in Charge | Sr. Principal Engineer  
(949) 681-4267 | [dchandra@leightongroup.com](mailto:dchandra@leightongroup.com)

**Local Office:** 2600 Michelson Drive, Suite 400, Irvine, CA 92612 | (949) 250-1114 fax

As Area Leader, I am authorized to legally bind, negotiate, and execute contracts. Leighton affirms that we have thoroughly examined and is familiar with and capable of performing the work required by the RFP. We acknowledge that we have received and reviewed Addendum 1 (dated October 4th) and Addendum 2 (dated October 23<sup>rd</sup>). This proposal shall remain valid for a period of not less than 90 days from the date of submittal. I affirm that all information submitted herein is true and correct. I can be reached at (949) 681-4276 or via email at [kwilliams@leightongroup.com](mailto:kwilliams@leightongroup.com)

We appreciate this opportunity to present our qualifications and experience to the City of Stanton. If you have any questions about our services or this proposal, please do not hesitate to contact us. We look forward to working with the City.

Respectfully Submitted

LEIGHTON CONSULTING, INC.

Kristen Williams, PG  
Area Leader

## Section 2: FIRM STRUCTURE AND HISTORY

For more than 60 years, Leighton Consulting, Inc. (Leighton) has leveraged our experience and expertise to assist public agency clients in meeting the needs of its growing communities, which require improvement to and maintenance of critical public infrastructure. Our ability to provide efficient and expeditious geotechnical, environmental, and materials testing services lies with our experience and depth of staff. Our goal is to support and strengthen our client's efforts by supplying experienced staff and resources that will provide reliable results, efficiently coordinated, and reported to you and your staff while ensuring that public resources and taxpayer dollars are protected and well spent.

### Why Leighton?



**Our 62-year legacy.** Leighton has decades of experience serving cities and public agencies across the region including the Orange County Public Works Department, and the cities of Anaheim, Santa Ana, Costa Mesa, and Irvine. Leighton has completed thousands of projects in the region, giving us an incomparable history and basis for understanding a variety of site issues and constraints throughout Orange County. Additionally, we are well versed in the professional Standards established by the City, state, and federal guidelines. We understand your dedication to providing efficient, innovative, and effective services to your community and are look forward to supporting your community.



**We offer a broad range of expertise.** Leighton has eight offices in Southern California, staffed with more than 180 professionals, including geotechnical and civil engineers, professional geologists, certified engineering geologists and certified field technicians and inspectors. While we have curated a team to best fit your needs, the full range of our team's expertise is always available to the City.



**We provide our services on an accelerated schedule.** Your projects will be completed safely on time and on budget due to Leighton's continuously improving ability to properly staff and structure our project teams to respond to public projects requiring as-needed consulting services. We also offer a local management team with experience and autonomy to make onsite decisions and maintain project budgets and timelines.



**We know on-call contracts.** On-call contracts are our bread and butter. In our history, we have provided our suite of services on more than 180 contracts to local public agencies and are currently doing so for more that 75 contracts.



### Business Name

**Leighton Consulting, Inc.**

*Established 1961*

*California Corporation*

*Leighton Consulting Inc. is a wholly owned subsidiary of Verdantas, LLC.*

### Local Project Office Address:

2600 Michelson Drive, Suite 400  
Irvine, CA 92612

T: (949) 250-1421

[cdelgadillo@leightongroup.com](mailto:cdelgadillo@leightongroup.com)

### Project Manager | Main Contact

Christian Delgadillo, PE, GE

(949) 681-4218

[cdelgadillo@leightongroup.com](mailto:cdelgadillo@leightongroup.com)

### Senior Officials:

Jesse Kropelnicki

Kristen Williams

Sean Colorado

Nikhila Srirangpatna

### Company Registrations & Certifications

DIR: 1000007443

Contractors: 858635 HAZ-A

### Office Locations

Irvine (HQ)

Irvine (Lab)

Palm Desert

Rancho Cucamonga

San Diego (Office + Lab)

Santa Clarita

Temecula (Office + Lab)

## On-Call Experience

We understand that no two clients are exactly alike and that each city has a unique set of concerns, needs, and requirements. We pride ourselves on our ability to see those differences and apply our decades of experience serving clients on an on-call/as-needed basis to ensure that services are provided on-time, within budget, and result in successful projects that support the communities you serve. We currently provide our services on more than 80 on-call contracts for public agencies across the southern California region. The list below provides a snapshot of our current On-Call contracts which range in size from that experience—depending on the contract period, our on-call contracts range from \$25,000 to \$15 million in value.

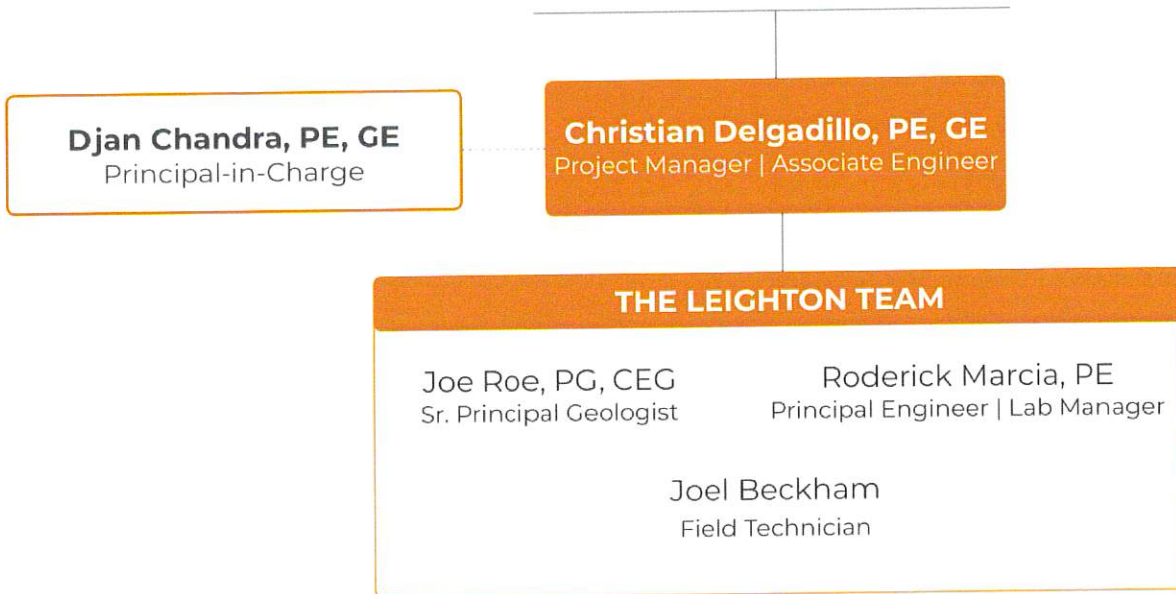
## CURRENT ON-CALL CONTRACTS

Anaheim Elementary School District	County of Los Angeles Dept. of Public Works*
California State University, Fullerton	County of Riverside
Chaffey Community College District	County of San Diego
City of Anaheim*	Eastern MWD
City of Anaheim - Public Utilities Dept.*	Elsinore Valley Municipal Water District
City of Anaheim Community Services Dept.	Grossmont Union High School District
City of Brea	Irvine Ranch Water District
City of Corona, Public Works Department	Judicial Council of California
City of Diamond Bar	Long Beach Unified School District*
City of Huntington Beach*	Angeles Community College District
City of Industry	Moulton Niguel Water District
City of LA Harbor Dept	Moreno Valley Unified School District
City of Long Beach	Ocean View School District
City of Los Angeles, Dept. of Public Works*	Orange County, Dept. of Public Works
City of Los Angeles, Dept. of Recreation and Parks	Paramount Unified School District
City of Menifee	Port of Los Angeles
City of Murrieta	Port of Long Beach*
City of Newport Beach	Rainbow Municipal Water District*
City of Oxnard	Riverside County Flood Control*
City of Rancho Cucamonga	San Bernardino County Real Estate Services
City of Rancho Mirage	San Bernardino County Special Districts
City of Riverside*	San Bernardino County, Dept. of Public Works*
City of Santa Clarita	San Diego Housing Commission*
City of Santa Paula	Southern California Edison Company*
City of Temecula*	Temecula Valley Unified School District
City of Yorba Linda	Three Valleys Municipal Water District*
Coachella Valley Water District*	Yorba Linda Water District

\*Leighton holds multiple on-call contracts for these clients

### Organizational chart

The organizational chart below illustrates our team structure and the roles they will assume for this contract. Additional information about the qualifications of our team are providing in the following section.





## Section 3: KEY PERSONNEL

We believe that having a dedicated team gives us the ability to be responsive and available when performing and completing services. Because of our vast experience, our project managers are able to anticipate and accommodate fluctuations in personnel needs before they affect your projects and tasks. Leading our team is Christian Delgadillo, PE, GE, who will serve as Project Manager and the primary point of contact to the City. Christian has more than 13 years of experience providing geotechnical engineering services in southern California, with an emphasis in serving cities and municipalities in Orange County. Christian will be supported by Djan Chandra, PE, GE, serving in the role of Principal in Charge and Quality Assurance. This duo has successfully worked together on dozens of On-Call contracts for public agencies and look forward to bringing this expertise to the City of Stanton. The proposed team will be committed to serving the City through the duration of this contract.

**PROJECT MANAGER/PRINCIPAL AGENT** | Will provide contract administration, senior oversight, and corporate coordination to ensure all Work Orders are adequately staffed and continuity is maintained. He will be directly responsible for the execution and results of scope of work. In addition, he will organize, facilitate, and attend schedule coordination meetings, with preparation and distribution of meeting minutes.

### EDUCATION

- MS, Civil Engineering
- BS, Mining Engineering

### PROFESSIONAL LICENSE

- CA Geotechnical Engineer – 3144
- CA Civil Engineer – 83331

### YEARS OF EXPERIENCE

- 13 total
- 10 years w/firm

### Christian Delgadillo, PE, GE

*Associate Geotechnical Engineer*

- Experienced providing and managing all the Geotechnical Engineering tasks outlined in the RFP
- Experienced in geotechnical investigations, from the proposal stage through site investigation, testing, analysis and completion of reports, for various types of public works, transportation, governmental and utility projects
- Areas of expertise include drilling and sampling of soil and rock using various techniques. in-situ permeability testing, field instrumentation, and interpretation of results from SPT, CPT, and geophysical surveys
- Skilled in slope stability analysis, seismic hazard analysis, ground motion study, liquefaction analysis, deep and shallow foundation design, pavement design, retaining wall design, and other computer applications



**QUALITY ASSURANCE/PRINCIPAL IN CHARGE** | Responsible for verifying that our deliverables meet project requirements and provide technical quality review of geotechnical reports. Understands the critical importance of timely, accurate, and fully vetted geotechnical information.

### EDUCATION

- MS, Civil Engineering
- BS, Civil Engineering

### PROFESSIONAL LICENSE

- CA Geotechnical Engineer – 2376
- CA Civil Engineer – 50068

### YEARS OF EXPERIENCE

- 35 years total
- 35 years with firm

### Djan Chandra, PE, GE

*Principal in Charge / Quality Assurance*

- Vast experience in developing practical solutions for complex geologic conditions and geotechnical issues in Southern California
- Extensive knowledge of geotechnical field investigative techniques, laboratory testing procedures, and field instrumentation
- Expertise in computer software for geotechnical engineering applications, including FLAC and Plaxis
- Project Principal / Manager for multiple on-call contracts for various municipalities such as the County of Orange DPW; Cities of Santa Ana, Anaheim, Huntington Beach, Irvine, Newport Beach; Irvine Ranch Water District, Yorba Linda Water District, Orange County Transportation Authority, and many more.



## KEY STAFF

We are accustomed to responding to rigorous demands in the field, laboratory and office. We know our staff and their individual strengths and personalities. Our objective is to provide you with the well-qualified and capable staff members who can effectively execute your project, and who fit well with your task-specific team.

### EDUCATION

- BS, Geology

### PROFESSIONAL LICENSE

- CA Engineering Geologist – 2456
- CA Professional Geologist - 7921

### YEARS OF EXPERIENCE

- 23 total | 20 with firm

### Joe Roe, PG, CEG

*Sr. Principal Engineering Geologist*

- Joe will interface with geotechnical engineers providing analysis of soil/bedrock conditions and laboratory data.
- He will closely monitor any staff geologists during downhole geologic logging of large diameter exploratory borings.
- Joe and the geology team will provide site visit input during geologic reconnaissance in response to emergencies.



### EDUCATION

- BS, Civil Engineering

### PROFESSIONAL LICENSE

- CA Civil Engineer - 70150

### YEARS OF EXPERIENCE

- 24 total | 17 with firm

### Roderick Marcia, PE

*Materials / Laboratory Manager*

- Responsible for materials sampling and testing personnel during placement, sampling, and testing of materials according to Caltrans Test Methods and Construction Manual
- Supervises plant inspectors during production of materials at processing plants
- Responsible for review of geotechnical engineering analyses, laboratory testing, and quality control



### CERTIFICATIONS

- ACI Field Testing Technician
- CPN Nuclear Gauge
- Various Caltrans Certifications: 557, 539, 540, 556, 518, 504, 543
- CFR 1910.120 OSHA 40hr

### YEARS OF EXPERIENCE

- 34 total | 31 with firm

### Joel Beckham

*Field Supervisor*

- Oversee Leighton's field engineering technicians and Responsible for dispatching technicians and ensuring their performance and quality of service meets Leighton's standards and client expectations.
- Performs geotechnical and materials testing for mass- and post grading, observation and testing of backfill placement
- Coordinates and expedites field work, identifies competent soil materials, prepares daily field reports, maintains field maps



In addition to the key staff outlined above, the City will have access, as needed, to our entire team of professionals across all eight of our southern California locations.

Personnel	Firm	Personnel	Firm
CA Engineers + Geologists	65	Lab Testing Technicians	14
GIS/AutoCAD	3	Field Technicians	53
Accounting/Project Accounting	11	Special Inspectors	12
Administrative/Word Processing	13	Materials Engineering Team	4



**Dispatch / Emergency Contact | (866) LEIGHTON | [leightondispatch@leightongroup.com](mailto:leightondispatch@leightongroup.com)**

While our Project Manager, Christian Delgadillo, will be available to the City for emergency response, we also have a dispatch number that can be utilized 24/7 for scheduling and emergency response.



13

Years of Industry Exp.

10 Years with Leighton



MS, Civil Engineering,  
California State Polytechnic  
University, Pomona, CA

BS, Civil Engineering,  
California State Polytechnic  
University, Pomona, CA



CA Professional Engineer,  
83331

CA Geotechnical Engineer,  
3144

CPN Nuclear Gauge  
Certification

BNSF Rail Safety

Confined Space Entry Training

CPR AED First Aid Training

## Christian Delgadillo, PE, GE

Project Manager | Associate Engineer

Christian has more than 13 years of experience in geotechnical engineering, construction observation, testing, data analyses, and report preparation for various types of public works, transportation, governmental and utility projects. His responsibilities include managing, coordinating, and conducting subsurface investigations. He is knowledgeable in the preparation of proposals, work plans, and reports as well as the interpretation of laboratory data, cross sections, contour maps, rock/soil core interpretation, and other illustrations. He excels at all aspects of project management, including scheduling, coordinating, and communicating with multiple parties and budget tracking.

**Tahiti & Riviera Apartment Homes, Stanton, CA.** Associate Engineer for the modernization and new construction of the Tahiti Apartment Homes and the modernization of the current Riviera Motel to the Riviera Apartment Homes. The new apartment homes will provide permanent supportive housing. Leighton's geotechnical exploration of both project sites were conducted to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements. Additionally, Leighton is currently providing geotechnical observation/testing, special inspection and materials testing services during the construction of the new structure at the Tahiti Apartment Homes site.

**Sherill Plant PFAS Treatment Facility, Stanton, CA.** Associate Engineer. The new PFAS facility at the Sherill Plant well site will remove perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) from local well water. The proposed improvements include four ion exchange (IX) vessels supported on a concrete pad, to be located at the northwestern portion of the plant. Each vessel will be 5 feet in diameter and 11 feet in height. The associated improvements will include new piping and new paving. Leighton conducted a geotechnical exploration at the Sherill Plant site to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements.

**Bristol Street Widening Project, Santa Ana, CA.** Associate Engineer for this widening and beautification effort increases the width of the busy thoroughfare to accommodate three lanes in each direction. Improvements included landscaped medians and parkways, improved intersections, underground utilities, and onsite BMP systems. Lanes on both sides of the street were in generally poor condition, including extensive alligator cracking and a considerable amount of load-related distress. Three alternatives were provided for rehabilitation of the existing pavement: full-depth reclamation (FDR) with cement; conventional pavement; and flexible pavement on lime-treated subgrade.

**Warner Industrial Center Pavement Rehabilitation, Santa Ana, CA.** Project Engineer. Responsible for scheduling subcontractors, compiling and completing pavement condition analysis. Developed rehabilitation alternatives. Pavement rehabilitation of 17,800 linear feet of primary two-lane streets within the Warner Industrial Park. Field exploration consisted of borings, pavement condition surveys, and non-destructive pavement deflection testing. Based on the results of our field

exploration, laboratory testing and geotechnical analyses, we recommended three alternatives for pavement reconstruction to achieve the City's goals.

**University Drive Widening, Irvine, CA.** Project Engineer for the proposed University Drive Widening from 800 feet east of Ridgeline Drive to I-405 on-ramp, for a total length of approximately 2,700 feet. Duties included coordinating and performing the geotechnical exploration, performing geotechnical analyses, and developing geotechnical recommendations for the widening new pavement sections and rehabilitation alternatives for the existing pavement.

**SR-55 Project Study Report and PA&ED, From I-5 to SR-91, Orange & Santa Ana, CA.** Project Engineer. The objective of the PSR/PDS is to determine the preliminary geometric design and operational characteristics for additional lanes on SR 55 from I 5 to State Route 22 (SR 22), as well as operational improvements on SR 55 from SR 22 to SR 91. The proposed improvements include additional general-purpose lanes, auxiliary lanes, ramp improvements, and new ramps. As part of the PA&ED, Mr. Delgadillo prepared the Preliminary Materials Report and District Preliminary Geotechnical Report for the project alignment.

**John Wayne Airport Maintenance Building, Costa Mesa, CA.** Senior Staff Engineer. Provided geotechnical engineering support during grading and construction of the project; and prepared the geotechnical report of precise grading and construction report of the maintenance building, parking lot, and associated improvements. The project includes approximately 14,960 s.f. of shop maintenance space in the Airport Operations Area (AOA), and 9,922 s.f. of administration, office, and receiving/dispatch spaces outside of the AOA.

**SB I-605 Beverly Interchange Improvement PA&ED, Pico Rivera, CA.** The Los Angeles County Metropolitan Transportation Authority (Metro) in cooperation with California Department of Transportation (Caltrans) and the Gateway Cities Council of Governments (GCCOG) proposes to improve the SB I-605 Beverly Boulevard interchange (Project) by reconfiguration of the ramps. The proposed improvements include ramp improvements, new ramps and retaining walls, and new bike lanes on Beverly Boulevard. As project engineer, Mr. Delgadillo prepared the District Preliminary Geotechnical Report for the proposed project as part of the PA&ED.

**I-15 Express Lanes Project PS&E, Riverside County, CA.** Project Engineer. A cooperative effort between Riverside County Transportation Commission (RCTC) and California Department of Transportation, the I-15 Express Lanes Project will add two lanes to I-15 in both directions from Cajalco Road to State Route 60 and widen 11 bridges and soundwalls. The design-build project extends between post mile (PM) 36.8 and PM 51.4, a distance of approximately 14.6 miles. As project engineer, Mr. Delgadillo performed review of available as-built information, coordinated, and performed subsurface investigations, performed deep foundation design and assisted in the preparation of foundation reports for the 11 bridges.

**Bayside Drive Improvement, Newport Beach, CA.** Geotechnical exploration, and report for the design of street improvements. The project will rehabilitate 6,700 linear feet existing pavement which has low to high severity distress, replace a retaining wall at an intersection, and replacement of traffic signals and pedestrian crossings. The field exploration included eight borings to a maximum depth of 17 feet. Developed recommendations that included mill and asphalt overlay, full-depth repair, Full Depth Reclamation (FDR), subgrade preparation, and corrosion protection.



**35**

Years of Industry Exp.

*35 Years with Leighton*



MS, Civil Engineering, Texas  
A&M University, College  
Station, Texas

BS, Civil Engineering, Chung  
Yuan Christian University,  
Taiwan



CA Geotechnical Engineer,  
2376

CA Professional Engineer,  
50068

## Djan Chandra, PE, GE

### Principal in Charge

Djan Chandra has more than 30 years of experience in providing turnkey geotechnical engineering consulting services for the design and construction phases of a wide variety of critical infrastructure projects such as surface streets, highways, reservoirs, water/ wastewater treatment facilities, and pipelines. His areas of expertise include foundation design, soil reinforcement, pavement subgrade stabilization, slope stability analysis, and retaining wall design. His project management and leadership capabilities range from large, complex design-build projects to on-call task orders in support of annual capital improvement projects.

**On-Call Geotechnical Services, Orange County Public Works Department, Orange County, CA.** Project Manager for various testing and capital improvement projects, including the 1.75-mile Brea Boulevard Corridor Improvement Project. Managed the project scope, meetings, schedule, and budget and performed senior technical review of the geotechnical exploration work plan and engineering recommendations for proposed bridge structures, earth retaining wall systems, and roadway pavement.

**On-Call Engineering and Peer Review, City of Anaheim Public Works, Anaheim, CA.** Project Manager for the third-party peer review of geotechnical investigation reports for a proposed RV Storage Facility, Manchester / Orangewood Affordable Housing project, and pavement design and infiltration system design for a proposed 7-Eleven convenience store.

**Tahiti & Riviera Apartment Homes, Stanton, CA.** Principal Engineer for the modernization and new construction of the Tahiti Apartment Homes and the modernization of the current Riviera Motel to the Riviera Apartment Homes. The new apartment homes will provide permanent supportive housing. Leighton's geotechnical exploration of both project sites were conducted to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements. Additionally, Leighton is currently providing geotechnical observation/testing, special inspection and materials testing services during the construction of the new structure at the Tahiti Apartment Homes site.

**Sherill Plant PFAS Treatment Facility, Stanton, CA.** Principal Engineer. The new PFAS facility at the Sherill Plant well site will remove perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) from local well water. The proposed improvements include four ion exchange (IX) vessels supported on a concrete pad, to be located at the northwestern portion of the plant. Each vessel will be 5 feet in diameter and 11 feet in height. The associated improvements will include new piping and new paving. Leighton conducted a geotechnical exploration at the Sherill Plant site to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements.

**Orange County Sheriff-Coroner Aliso Viejo Station Rear Parking Lot Improvements, Aliso Viejo, CA.** Project Geotechnical Engineer for

rehabilitation/reconstruction of existing pavement to improve pavement condition and drainage of surface water, concrete pads for bicycle racks, wash bay, EV charging station, sewer line, pedestrian access ramp, light posts, and a retaining curb. The field exploration included exploratory borings, percolation testing, and utility potholing.

**On-Call Geotechnical Testing and Special Inspection Services, Irvine Ranch Water District (IRWD), Orange County, CA.** Project Manager for geotechnical testing and special inspection services. Provided oversight and coordination with IRWD, contractors, and project civil engineers and successfully completed awarded projects, including five booster pump station permanent generator projects for the Santiago Canyon Area, Wells 21 and 22 at 1221 Edinger Avenue in Tustin, South County Zone 1-3 Booster Pump Station, Hidden Canyon Booster Pump Station, and Initial Distribution Facility (IDF) Chlorine Line Replacement Project.

**Heil Avenue, Edinger Avenue and Atlanta Avenue Arterial Rehabilitation Project, Huntington Beach, CA.** Principal-In-Charge for rehabilitation of existing pavement on the arterial streets. Provided oversight for field exploration that included 18 borings and non-destructive pavement deflection testing. Developed recommendations that included asphalt overlay, mill and overlay, and Full Depth Reclamation (FDR).

**I-5 South County Improvements- Segment 2, San Clemente, Dana Point and San Juan Capistrano, CA.** Project Manager responsible for geotechnical and materials testing. Provided consultation to Caltrans on slope stability, landslide mitigation, and subgrade preparation. Reviewed and provided comments to Caltrans on change order requests submitted by contractors. This 2.5-mile segment from Avenida Vista Hermosa interchange to Pacific Coast Highway was widened to provide a new HOV lane in each direction. Leighton provided independent quality assurance testing of geotechnical and materials.

**South Coast Plaza Pavement Rehabilitation, CJ Segerstrom & Sons, Costa Mesa, CA.** Project Manager for the geotechnical exploration, laboratory testing and geotechnical analyses, and design recommendations for pavement and overlay for the pavement rehabilitation of parking lots and access roads throughout the entire South Coast Plaza property. Scope included 26 hollow-stem borings during field exploration, pavement condition surveys, and testing representative samples for in-place moisture content, density, and R-value.

**On-Call Geotechnical Services, City of Lake Forest, Lake Forest, CA.** Principal-in-Charge for the on-call geotechnical services agreement which included the soils observation and testing and asphalt inspection and testing services in support of the City of Lake Forest 2019 Citywide Roadway Improvement project. Ensured personnel resources were available in response to the City's urgent requests for testing during weekends as well as an emergency repair of an IRWD pipeline that was not previously identified in the project plans.

**On-Call Geotechnical Testing and Special Inspection Services, Irvine Ranch Water District (IRWD), Orange County, CA.** Project Manager for geotechnical testing and special inspection services. Provided oversight and coordination with IRWD, contractors, and project civil engineers and successfully completed awarded projects, including five booster pump station permanent generator projects for the Santiago Canyon Area, Wells 21 and 22 at 1221 Edinger Avenue in Tustin, South County Zone 1-3 Booster Pump Station, Hidden Canyon Booster Pump Station, and Initial Distribution Facility (IDF) Chlorine Line Replacement Project.

**Brea Canyon Road Widening, Orange County, CA.** Project Manager and Principal Geotechnical Engineer. Prepared a geotechnical exploration work plan and provided recommendations for foundation design for the replacement of three bridges and a new wildlife-crossing bridge, 17 retaining walls (semi-gravity cantilever, MSE, soil nail, and diaphragm walls with earth anchors), and reconstruction and rehabilitation of roadway pavement. Provided oversight for Initial Site Assessment (ISA) and Phase II hazardous materials investigation.



24

Years of Industry Exp.

20 Years with Leighton



BS, Geology, California State  
University, Fullerton



CA Engineering Geologist,  
2456

CA Geologist, 7921

## Joe Roe, PG, CEG

### Senior Principal Geologist

Joe Roe has extensive experience managing and conducting field geotechnical explorations for various projects including slope stabilization, Alquist-Priolo fault investigations, mass grading earthwork, deep foundations, micro-tunneling, pavement, and forensic geotechnical and geologic evaluations for litigation support. Field techniques utilized in these explorations included conventional hollow-stem auger and rock core test borings along with borehole logging; test trenching, installation of groundwater well installations to facilitate pump tests and groundwater monitoring. His experience includes planning and directing subsurface explorations, earth and rock material characterization, sampling, and laboratory soil testing; interpreting and analyzing data and test results; performing geotechnical analyses pertaining to foundation, slope stability, seepage, groundwater, instrumentation and construction monitoring; preparing budget estimates; and technical reports.

**Orange County Civic Center - County Administration South, Santa Ana, CA.** Principal Geologist for this 3.4-acre development consisting of the construction of a new 6-story County of Orange office building underlain by two levels of subterranean parking with an adjacent Conference Event Center located south of the main office building. This is the first phase of the Civic Center Facilities Master Plan to house 13 County agencies in one area of the city.

**Brea Canyon Road Widening, Orange County, CA.** Principal Geologist. Widening of a 1.75-mile segment from two lanes to four lanes. The project requires cuts into ascending slopes supported by retaining walls up to 45 feet in height, replacement of three existing bridges, and extension or replacement of 10 drain/utility crossings.

**University Drive Widening, Irvine, CA.** Principal Geologist. The widening project constructed a third lane in either direction of University Drive, from Ridgeline Drive to the I-405 (approximately 2,700 linear feet).

**Simon Ranch Reservoir, Booster Pump Station and Pipeline Replacement, North Tustin, CA.** Principal Geologist for the geotechnical services for the Simon Ranch Reservoir Replacement project which included a site investigation to evaluate and provide geotechnical recommendations for design and construction of the project, and geotechnical observation and testing services for the ongoing construction. The project consists of replacing the existing reservoir with a new buried tank with a capacity of 1.2 million gallons. A new booster pump station will be constructed at the project site to provide hydraulic connectivity to the tank via a new 16-inch diameter ductile iron pipeline.

**On-Call Environmental and Geotechnical Engineering Services, City of Anaheim, CA.** Principal Geologist providing as-needed geotechnical engineering services for future City capital construction contracts.

**Trabuco Canyon Road Stabilization, Trabuco Canyon, CA.** Principal Geologist responsible for the geologic data report for preliminary design decisions. The County of Orange reconstructed 2.8 miles of the existing dirt road with a stabilized roadway and constructing drainage improvements to minimize on-going maintenance costs, provide recreational access to Cleveland National Forest, and facilitate emergency vehicle access.



26

Years of Industry Exp.

18 Years with Leighton



BS, Civil Engineering,  
California State University,  
Long Beach



CA Civil Engineer, 70150

## Roderick Marcia, PE

### Principal Engineer | Laboratory Manager

Roderick Marcia has worked on variety of geotechnical projects including residential, commercial, schools, medical office buildings, transportation, governmental and other civil type facilities with widely different geotechnical conditions. His work included laboratory testing and quality control, technical analysis of seismic, liquefaction, slope stability, deep foundation, earthwork, and preparation of geotechnical and construction reports.

**SR-73 Jamboree Road Overcrossing, Newport Beach, CA.** Lead Materials Testing Engineer responsible for management of geotechnical and materials testing services of soils, aggregates, PCC, Hot-Mix Asphalt (HMA) for the Resident Engineer during construction to verify compliance with Caltrans Standard Specifications. Widening of Jamboree Overcrossing that consists of a 263-foot long, 22-foot wide, cast-in place concrete box girder over State Route 73 Highway.

**OCWD Burris Pump Station Replacement Project, Anaheim, CA.** Lead Materials Testing Engineer for this project which constructed a new pump system with vertical turbine pumps installed in a circular wetwell, including new electrical and mechanical equipment and a 50-foot-deep intake pipe installed on the slope of a new embankment. Leighton provided geotechnical exploration and soil observation and testing services.

**Edgewater Sewer Lift Station, Huntington Beach, CA.** Lead Materials Testing Engineer for this project which abandoned and demolished the existing sewer lift station and installed a new 1,000 gallon-per-minute (gpm) submersible sewage lift station and force main. Project scope included new gravity sewers, storm drain, and watermain; grading of new generator and electrical enclosure pads; and replacement of asphalt concrete pavement, concrete curb & gutter, and concrete sidewalks. Leighton provided special inspection, materials testing, and geotechnical testing services.

**Sand Canyon Grade Separation, Irvine, CA.** Lead Materials Testing Engineer for this project which lowered Sand Canyon Avenue under existing railroad tracks and widened the roadway from four lanes to six and included upgrades to the I-5 exit ramp. Other improvements included: new rail bridge structure, walls, landscaped median and parkways, storm water pump station and water quality retention basin, Class I and III bicycle facility, and utility corridors.

**Slater Sewer Lift Station Replacement, Huntington Beach, CA.** Lead Materials Testing Engineer for this project which abandoned and demolished the existing lift station and dry well and consisted of the installation of new sanitary sewer lines, new sewer lift station and valve vault, and new wet well submersible pumps.

**Tustin Avenue / Rose Drive Grade Separation, Anaheim, CA.** Lead Materials Testing Engineer for this project which constructed a three-span overhead structure over the Burlington Northern Santa Fe (BNSF) Railway with multiple concrete, masonry and MSE retaining walls totaling over 4,500 feet in length, removal of the existing at-grade railroad crossing, and an at-grade crossing for the temporary bypass road.





34

Years of Industry Exp.

32 Years with Leighton



Field Testing Technician – ACI

Caltrans Test Methods: 539,  
540, 556, 557

CFR 1910.120 OSHA 40-Hour  
Training

CFR 1910.120 OSHA 8-Hour  
Refresher Training

Confined Space Entry

CPN Nuclear Gauge  
Certificate

## Joel Beckham

### Field Supervisor

With over 30 years of experience, Joel oversees Leighton's field engineering technicians assigned to Los Angeles and Orange County projects. He is responsible for dispatching the technicians and ensuring their performance and quality of services meets Leighton's internal and clients' standards. Aside from his supervision duties, Joel also self-performs geotechnical and materials testing services. His 30+ years of experience includes geotechnical observation and testing for mass- and post-grading, observation and testing of the placement and compaction of earth fills associated with large scale mass-grading of tracts of land as well as individual building pad areas; subgrades to support pavements and hardscape; and the backfilling of utility trenches.

**Orange County Civic Center Building 16 County Administration South/County of Orange/Santa Ana, CA.** Joel scheduled and dispatched qualified personnel to perform geotechnical observation and testing during rough and fine grading operations as well as conducted quality control review of daily field reports. Scope of worked involved observation of excavation, shoring and tie-back installation, and engineered backfill to prepare the site for new construction.

**Shipley Nature Center Parking Lot, Huntington Beach, CA.** Field Supervisor and Senior Engineering Technician for this geotechnical exploration that was conducted to evaluate the subgrade soil for development of pavement sections for the future, permanent parking lot that will serve the visitors to the Shipley Nature Center located within Central Park.

**Crean Mariners Branch Library, Newport Beach, CA.** Field Technician performing field density tests during grading of the building pad in accordance with ASTM Test Methods D2922 and D3017 (nuclear gauge). This is a 15,000-square-foot facility open to both school children and the public, with access restrictions during school hours.

**Newport Beach City Hall, Newport Beach, CA.** Field Supervisor and Senior Engineering Technician for the proposed city hall building and parking structure. Heavy grading which included over 30 feet of cut into bedrock adjacent to MacArthur Boulevard was performed during construction for the new city hall and parking structure. Shoring was required to withstand geologic surcharge from bedrock as well as traffic loading on the roadways.

**Mile Square Park Shelter Replacement, Fountain Valley, CA.** Field Supervisor and Senior Engineering Technician for the replacement of two large picnic shelters with new prefabricated large replacement structures. Also included accessible parking stall upgrades consisting of slurry seal and pavement replacement.

## Section 4: PROPOSED APPROACH



The Leighton team will work closely with your staff, appropriate regulatory agencies, and other stakeholders to ensure your priorities and expectations are fully realized. Through previous successful as-needed contracts, we have found the most important management tool to ensure project success is proactive communication. Depending on the scope identified in the specific project, we will likely recommend a project kickoff meeting so we can establish a full understanding of your goals and confirm expected work product deliverables and introduce key project participants. Project priorities including budget, scope, value engineering, and milestones for deliverables will be identified and committed to by our project team. While all projects are uniquely different, Leighton anticipates the scope of work requested by the City may include the following task items presented from design phase investigations and on through completion of construction:

### Geotechnical Investigation

Our geotechnical investigations will be mobilized and managed out of our Irvine Headquarters. We will prepare a detailed proposal that will be tailored to meet each individual project's goals. The proposal will present our proposed scope of work, the anticipated schedule, and a breakdown of associated fees. Each proposal will be crafted with a focus on providing expedient and cost-effective engineering solutions.

#### RESEARCH AND STUDIES

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A task that begins during proposal preparation, our initial Research and Studies for the project will consist of performing a review of existing available documents, geologic maps, and plans relevant to the project that will provide a useful understanding of existing site conditions and site history. In addition, we may review historical stereoscopic aerial photographs and topographic maps to determine approximate existing cut and fill conditions, pre-existing development conditions, and utility conditions that may also impact the design of the project from both a field and construction perspective.

#### FIELD EXPLORATION

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Prior to executing our field investigation scope as generally summarized below, a member of the Leighton technical staff under the direct supervision of a California-licensed Geotechnical Engineer or Certified Engineering

Geologist will visit the site ascertain equipment access and determine suitable exploration methods. Our field exploration program will typically include the following scope:

- Perform a geotechnical reconnaissance of the project site including marking out of exploration locations; observation and geologic mapping of existing slopes, utility trench cuts and boxes, access constraints and geologic observation of site geology and adjacent geology where visible
- Prior to our proposed subsurface exploration, we will notify Underground Service Alert (DigAlert) to screen the proposed exploration locations for the presence of subsurface public utilities. We will also coordinate boring locations with site facilities personnel and may have our exploration locations cleared by a private underground utility subcontractor
- Acquire any necessary permits, such as an OrangeCounty Health Care Agency Well Permit, if needed
- We will perform our subsurface evaluation program that may consist of, but is not limited to, a combination of geotechnical borings, Cone Penetrometer Test soundings (CPTs), test pits, and/or geophysical surveys. The exploration method will be selected on a project specific basis based on our understanding of the proposed development and existing site conditions.
- Perform field percolation testing to support the design of proposed stormwater infiltration devices, if any. The field percolation testing will be performed in accordance with the latest Los Angeles County guidelines.
- At the completion of our field investigation, the explorations will be backfilled in accordance with County guidelines and patched to match existing surface conditions. Drill cuttings may need to be stored temporarily on-site, in clearly labeled 55-gallon drums, pending soil characterization and disposal at an appropriate receiving facility.

## LABORATORY TESTING

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Leighton has three laboratories (Irvine, Temecula, and San Diego) with an extensive inventory of equipment and cross-trained staff that can handle many types of samples and tests. Our ability to load level our tests between laboratories allows us to accept large volumes of samples and be more responsive to our client's needs when rapid turn-around times are needed.

We perform a full spectrum of geotechnical soil testing in-house, including, but not limited to:

- Moisture/Density
- Specific Gravity
- Particle Size Analyses
- Atterberg Limits
- Direct Shear
- Triaxial Shear
- Consolidation/Swell
- Stabilometer (R-value)
- Compaction
- Expansion Index
- Corrosivity
- Falling/Constant Head Permeability

The following is a list of common tests for aggregate, hot mix asphalt (HMA) and Portland cement concrete (PCC) that Leighton performs in our laboratories on a regular basis.

### AGGREGATE (HMA & PCC)

- Sieve Analysis
- Specific Gravity (Coarse/Fine)
- Sand Equivalent
- Durability
- LA Rattler
- Soundness (Sodium/Magnesium)
- Organic Impurities

### HOT MIX ASPHALT & PORTLAND CEMENT CONCRETE

- Maximum Density - Hveem
- Concrete Cylinder Compression
- Flexural Strength of Concrete
- Bulk specific Gravity of Compacted HMA
- Asphalt Extraction by Ignition
- Theoretical Maximum Density/Specific Gravity
- Wet Track Abrasion of Slurry Seal

The quality of our laboratory is controlled using certification programs from the City of Los Angeles Department of Building and Safety (LADBS), AASHTO Materials Reference Laboratory (AMRL), California Division of the State Architect (DSA), Caltrans (various districts), among others. The quality of our analyses is controlled using verification forms that require stand-alone, fully reviewed engineering calculation packages to support design recommendations.

## REPORT AND FINDINGS

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We will prepare a geotechnical design report in accordance with the 2022 California Building Code and appropriate regulatory agencies guidelines and requirements. The report will contain graphics and discussions presenting our findings, conclusions, and recommendations for the project. The report will be signed by a California-licensed Geotechnical Engineer (GE) from our firm. Generally, our report will provide the following:

**Subsurface Conditions:** A discussion regarding the encountered subsurface soils conditions including soil type, in-situ moisture content and density, and depth to groundwater.

**Geologic Hazards:** We will discuss potential geologic hazards at this site, including potential for surface fault rupture, ground shaking, liquefaction, lateral spreading and differential seismic settlement, and potential flood hazards at the site using available data.

**Seismicity:** We will provide a regional fault map showing the proximity of this site to major faults identified by the California Geological Survey within a 100-kilometer radius of the site. We will also perform a site-specific ground motion analysis to obtain site-specific seismic coefficients in accordance with ASCE 7-16 and the 2022 California Building Code (CBC).

**Grading and Earthwork:** We will present earthwork criteria, including recommendations for new footing subgrade preparation, recommendations for removal of unsuitable soil or fill, utility trench backfill, surface drainage, and landscaping considerations, as necessary. Recommendations for import soil engineering and compaction criteria will also be provided.

**Foundations:** Utilizing data collected during our exploration, we will recommend allowable vertical and lateral bearing pressures for use in designing new spread-footing foundations. We will also provide foundation design criteria including recommendations for minimum size, embedment depth, allowable vertical and lateral capacities, and expected total and differential settlements. In addition, foundation recommendations for light poles footings, fence post footings, and other free-standing canopy structures will be provided.

**Lateral Earth Pressures:** Recommended lateral earth pressures for active, at-rest and passive conditions, and soil friction will be provided for use in retaining wall design.

**Slabs-On-Grade:** We will present concrete slab-on-grade design criteria, including recommendations for subgrade preparation, moisture vapor mitigation and if necessary, non-expansive fill.

**Asphalt Concrete and Portland Cement Concrete Pavements:** We will provide recommendations for AC and PCC pavement sections based on assumed traffic indices. We will also provide recommendations for permeable and precast pavers.

**Temporary Excavations:** Utilizing the data collected during our exploration, we will present temporary excavation guidelines (construction site safety is the responsibility of the contractor).

## POST-REPORT SUBMITTAL SERVICES

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**A/E Team Coordination and Review:** We will provide geotechnical support for the design team during preparation of the project drawings and specifications. We will review the project drawings and specifications for compliance with our geotechnical recommendations.

**General Contractor Bidding Phase Services:** Respond to bid questions including requests for information (RFIs) as they relate to geotechnical items; and attend project meetings and participate in conference calls with the design team.

## SCHEDULE

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Upon receipt of a written notice-to-proceed Leighton is prepared to immediately commence project planning and scheduling. California law requires that Underground Service Alert (USA) be provided at least two working days advanced notice to locate registered public utilities at the project site before exploration can begin. Depending on potential site access constraints, weather and exploration equipment availability, field exploration may begin five to ten working days after receipt of notice to proceed. Depending on project specific scope details, our field exploration can be completed in one or more days. In general, geotechnical laboratory testing will require approximately two weeks to complete after the conclusion of field exploration. Geotechnical analyses and report preparation will then require an additional 2 weeks after completion of lab testing. We anticipate we can provide our geotechnical report within approximately 4 weeks after field exploration. We can provide preliminary results upon request in a technical memorandum as site-specific information becomes available.

## Geotechnical Observation and Testing Services

The purpose of our geotechnical field observation and testing during construction will be to document that the work performed by the contractor is in compliance with the applicable plans and specifications and in accordance with applicable sections of the 2022 California Building Code. Our geologist and/or soils technician will inspect all excavations to verify the conditions anticipated in the approved project geotechnical report have been encountered and to provide corrective recommendations as deemed appropriate. It is not our intent to provide supervision or direction from the contractor or the contractor's subcontractors.

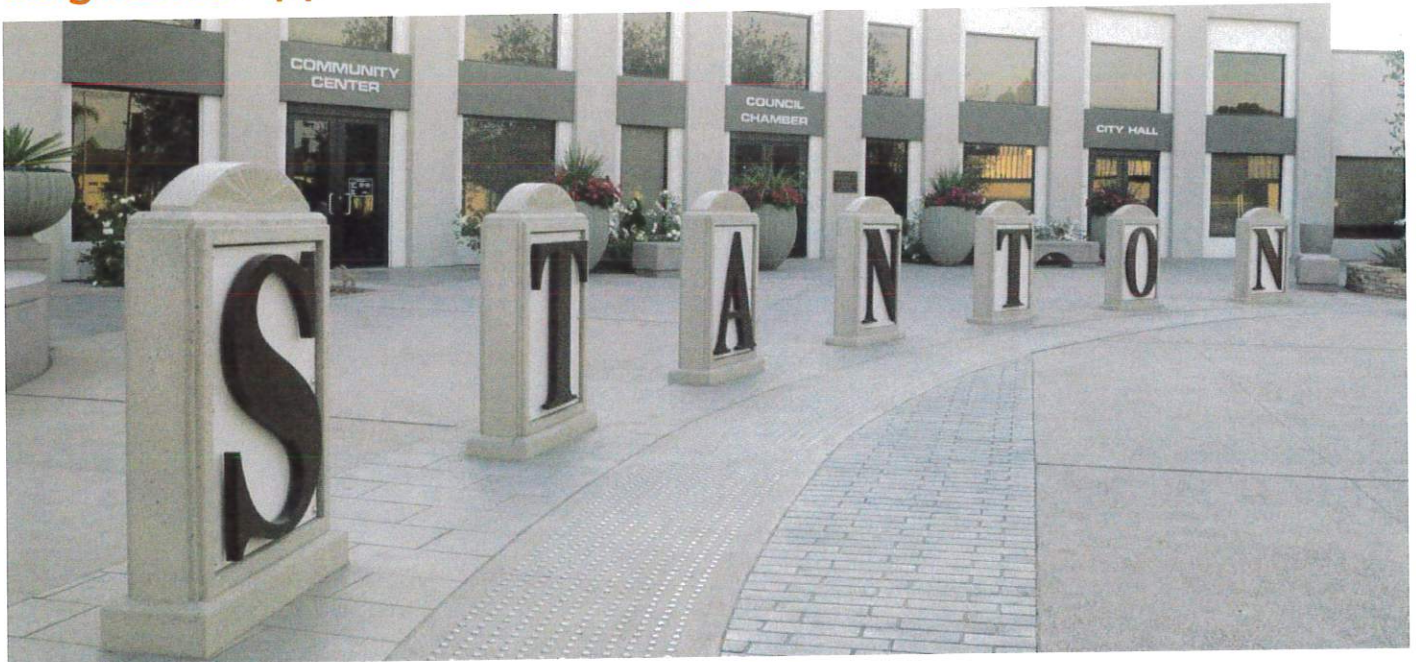
We will dispatch to the project site qualified engineering technicians to perform field observation and testing of earthwork operations. Our field testing and observation activities will be performed on an "on-call" basis upon request by the project superintendent at the appropriate times during construction. However, we do require that our field representative be present continuously during the earthwork associated with remedial grading and/or preparation of building pads so that we may properly document the depth overexcavation and geotechnical characteristics of the compaction of the fill.

Based on our understanding of the proposed projects, the anticipated tasks for our scope of services will consist of the following field, laboratory, and office work, generally presented in chronological order:

- **Pre-Construction Plan Review:** We will perform a technical review of the grading plans and foundation plans for the project by our Geotechnical Engineer (GE) and Certified Engineering Geologist (CEG). We will prepare a letter documenting our review of each plan set, including signature and stamp, as needed. In addition, we will provide a response to the contractor's requests for information (RFI's) as requested.
- **Pre-Construction Meeting:** Our project manager and field operations manager will attend a pre-construction meeting with representatives of the contractors/sub-contractors and construction management team to establish any site access restrictions, points of contact, protocol for scheduling our services, and distribution list for DFRs and test results.
- **Field Observation and Testing:** We will provide a soil technician for periodic and continuous geotechnical observation and testing during site preparation, overexcavation, and fill placement during earthwork construction, and general site grading. The frequency of observation and testing required will be established by the governing agency and the project inspector at the pre-construction meeting. In-situ density testing will be performed using a nuclear moisture/density gauge (ASTM D 6938).

- **Geotechnical Laboratory Testing:** Geotechnical (soil) testing may include, but not limited to, modified Proctor (ASTM D 1557) maximum dry density and optimum moisture content compaction curves, gradation, sand equivalent, corrosivity, expansion and R-Value.
- **On-call Engineering Support:** We will respond to requests for information (RFIs), attend meetings, and support value engineering efforts on an as-needed basis.
- **Project Management:** This scope of work will consist of reviewing DFRs and laboratory test results and preparing these reports for distribution. Geotechnical concerns encountered in the field and noted in the daily reports, and any material tested and found to not conform to project specifications, will be brought to the attention of your designated representative (s). Supervision, quality control and project management will be provided by our Geotechnical Engineer.
- **Compacted Fill Report:** We will prepare a compacted fill report summarizing our test results and observations made during construction.

## Leighton's Approach to the Scope of Work



Leighton can perform all of the tasks outlined in the RFP. Within this section, we first give a general description of our workflow procedures and capabilities that have helped Leighton to become a leader in the geotechnical industry in southern California, followed by more specific descriptions of each of the tasks requested in the RFP.

It is our goal for every project to deliver technically excellent work products that achieve optimal benefits for the City. We strive to achieve this goal by establishing effective communications with you prior to and during the course of each project. For this contract, we will partner with technically proficient City staff to facilitate effective communication. Client input and collaboration is invaluable in streamlining our design process to develop recommendations that attain the client-specific proper balance between the ideal and what is cost-effective.

We have many years of experience managing on-call Agreements with public agencies in southern California, which enables us to understand needs of the City, to assemble/build appropriate teams required to provide these requested services, and, to refine delivery and quality of these services provided; all within the framework of the federal, state and county laws and regulations specific to Orange County and the City.

## Effective Communications and Staffing Cost Controls

Internally, we hold weekly management meetings to forecast our personnel resource utilization. We discuss current workload and anticipated "notices to proceed" for all on-going and new contracts. As part of this management, we will be communicating with the City so we understand and anticipate specific task orders. This allows us to ensure staff continuity through each project as we greatly understand the value of personnel continuity for each specific project.

Supported with our deep bench of California-licensed professionals here in southern California, we will also be prepared to respond to your needs on short notice -- such as natural disasters and emergencies; as we have in the past. We can provide the City a specific on-call 24/7 telephone number. Internally, we will designate a rotating member of our key personnel to monitor this number (shunted/ forwarded electronically), so that we remain in constant contact. Our designated emergency contact will have access to all project managers and team members to quickly respond as needed.

Using real-time accounting, our Project Managers can have a snapshot of costs at any time (typically daily). Project Managers will work closely with the City to manage costs, and keep City personnel informed about our progress and remaining budget for a given project. We will not exceed an agreed-upon budget without prior written notice from appropriate City personnel. To the extent desired by the City, we will also communicate with you to keep you aware of our progress on Task Orders, including schedule and budget projections (as appropriate).

## QA/QC Program and Procedures

Our QA/QC on this contract will be overseen by Djan Chandra, PE, GE, who will ensure that the City receives a high standard of quality in the team's work performance.

Diligent quality control and quality assurance are essential for the technical excellence of engineering services and reports. Leighton's quality assurance program consists ultimately of principal review of all deliverables before submittal to our clients, a practice long proven to be successful. Accordingly, the success of our quality control program rests upon the integrity of our principal engineers and geologists. In this regard, our bench of principal professionals has demonstrated unwavering commitment to quality and professional integrity through their long tenure with Leighton.

On each project, Leighton employs several layers of quality assurance procedures to ensure adherence to the project's goals, budgets, and schedules, and to maintain the highest quality technical data. Budget status, work progress, and the results of data collected in the field are conveyed in regular communication from Leighton's Project Manager to the City's designated point(s) of contact. Through constant monitoring of project costs, schedule, and results, and through clear communication with the City, Leighton minimizes change orders throughout the duration of each project to its completion.

Documents for agency submittal, including their associated tables and figures, undergo a two- to three- tiered internal review, depending on size and complexity. Data tables and figures are initially drafted by junior staff under the guidance of the Project Manager. Once complete, these work products are combined with the report text to form a complete document for review by the Principal in Charge. The QC officer checks both the data points and the broader conclusions of the report prior to submitting a draft report to the City for review.

Our database software MetaField has built-in artificial intelligence quality control and review subroutines, to check data input quality at the time of input. MetaField enables collection of high quality field and laboratory data at less cost, eliminating costly clerical data manipulation that can introduce errors.



## **Section 5:** SUBCONSULTANTS

Leighton does not anticipate the need for subconsultants for this contract, however, should the need for subconsultants arise, Leighton has a bench of trusted subconsultants who are experts in their respective fields.



## Section 6: REFERENCES

We believe the leading indicator of a firm’s ability and management commitment to successful project completion is past performance. We encourage you to contact the following references to discuss our attentiveness to project budget, schedule, and scope. Project Experience with the listed references is provided on the pages that follow. Additionally, we have provided our experience and references for projects for some recent projects we have worked on in the City of Stanton.



### Orange County Public Works

601 N. Ross Street | Santa Ana, CA 92701

**Contact:** Austin Morgan | 714.647.3961 | austin.morgan@ocpw.ocgov.com

**Services Provided:** Geotechnical exploration and design



### Orange County Sheriff's Department

550 N. Flower Street, Santa Ana, CA 92703

**Contact:** Greg Yi | 714.935.8479 | gyi@ocsd.org

**Services Provided:** Geotechnical and Testing Services



### Yorba Linda Water District

1717 E. Miraloma Avenue, Placentia, CA 92870

**Contact:** Anmar Tohmeh, PE | 714.701.3109 | atohmeh@ylwd.com

**Services Provided:** Geotechnical Engineering Services



### City of Anaheim

201 S. Anaheim Boulevard, Anaheim, CA 92805

**Contact:** Cesar Morales | 714.765.5286 | CMorales2@anaheim.net

**Services Provided:** Geotechnical and Environmental Consulting Services



### City of Newport Beach

100 Civic Center Drive | Newport Beach, CA 92660

**Contact:** Michael Sinacori | 949.644.3342 | msinacori@newportbeachca.gov

**Services Provided:** Geotechnical observation and testing; materials testing and special inspection

## City / Government Project Experience

Leighton has provided On-Call services for Geotechnical Engineering Services for various cities and public agencies across southern California. The list below highlights some of this experience in the past five years.

### On-Call Services: Geotechnical, Materials Testing & Environmental

ORANGE COUNTY PUBLIC WORKS | SANTA ANA, CA

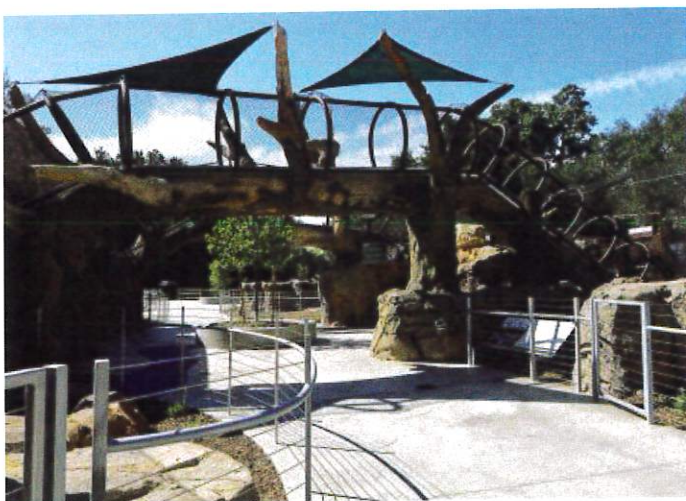


#### Brea Boulevard Corridor Improvements | 2017 - Present:

Leighton was selected competitively to provide geologic and geotechnical services for the widening of Brea Boulevard through Brea Canyon. The road widening will extend approximately 1.75 miles from Canyondale Drive to the Los Angeles County line.

The project includes replacing three bridges; construction of earth retaining systems; extending several culverts; and construction new pavement sections. Bridge design was performed in accordance

with AASHTO LRFD Bridge Design Specifications with Caltrans Amendments along with Caltrans Seismic Design Criteria. Earth retaining systems include conventional semi-gravity cantilever walls, internally reinforced systems including mechanically stabilized earth (MSE), earth anchor, soil nail and segmental block walls. Alignment of the road will also require the evaluation of slope stability for temporary excavations and permanent cuts. Pavement section design will be performed in accordance with the Orange County Highway Design Manual.



#### Orange County Zoo Large Mammal Exhibit | 2021 -

2022: Located towards the back of the zoo in the new Oak Woodlands habitat, the new large mammal exhibit consists of three new buildings: the Holding Building, Auxiliary Holding Building, and LSS-Kitchen Building.

Working closely with the architect, our field exploration consisted of six borings to a maximum depth of 22 feet, a geophysical survey to support liquefaction analysis of the site, and a field percolation testing. We evaluated the soil characteristics, including expansion potential, corrosivity, shear strength and shear wave velocity, and geologic hazards at the site such as ground rupture, lateral spreading, and seismically induced settlement.

Based on results of our analyses, we developed recommendations for design and construction of the project.

During construction, we provided geotechnical observation and testing to confirm that placed fill was suitable for the support of foundations and floor slabs of the buildings and for the bioswale/filtration basin. We met with the general contractor, the County's arborist, and the grading operator when it was discovered that existing tree roots were in the path of proposed overexcavations, and that building and retaining wall footings would encroach underground drip lines for two oak trees and one pine tree.

Special inspection and materials testing were performed during construction of the three buildings, bridge, cages, and canopy. Our tasks included special inspection and testing of reinforcing steel, concrete and masonry, ACI certified shotcrete, high-strength grout, ICC field welds, high-strength bolting, material identification verification of hardware, anchors and epoxied anchors and dowels, and shop NDT ultrasonic for complete joint penetration (CJP) welds.

## Katella Facility Upgrades

ORANGE COUNTY SHERIFF'S DEPARTMENT | SANTA ANA, CA



The Katella Range Upgrades project encompassed construction of a roof over the uncovered portion of the Range as well as expanding the Range to the north and south of the existing building footprint. The roof structure was constructed of structural steel with tapered steel girders and wide flange beams. The expanded area was enclosed by concrete masonry unit (CMU) walls, supported by reinforced concrete footings.

Leighton performed a geotechnical exploration for the proposed

improvements to evaluate the subsurface soil conditions of the site and percolation testing to assess infiltration rates of the soils for design of an onsite stormwater infiltration system. Because the site is located within an area identified by CGS as being potentially susceptible to the occurrence of liquefaction, we performed evaluations for liquefaction potential and provided in our report results of the analyses, including susceptibility of the site to liquefaction and seismically induced settlement. Leighton's geotechnical design recommendations were provided for construction earthwork, slab-on-grade and conventional shallow foundations, seismic design parameters in accordance with the California Building Code, lateral earth pressure parameters for retaining wall backfill, and setbacks of the stormwater infiltration system. Leighton also provided pavement design specifications for asphalt concrete and Portland cement concrete (PCC).

Additionally, Leighton performed a geotechnical review to verify that geotechnical recommendations were properly implemented into the foundation and grading plans and water quality management plan. In support of construction, we conducted geotechnical observation and testing of earthwork operations as well as materials testing and inspection, including concrete sampling, structural steel welds, and plant tag and sample for rebar and masonry units.

When asbestos containing materials, lead-based paint, and lead-contaminated items were removed from the project site, Leighton managed the air monitoring, sampling and testing services performed by Cal OSHA certified asbestos technicians and verified that removal and containment of hazardous materials were performed properly in accordance with applicable regulations.

## Yorba Linda Water District Headquarters PFAS Treatment Facility

YORBA LINDA, CA

The Yorba Linda Water District Headquarters PFAS Treatment Facility is one of the largest PFAS Systems of its kind to be installed in the nation, with a plant that can produce 25 million gallons of treated groundwater per day. Leighton provided geotechnical engineering services for a PFAS treatment facility for Wells 1, 5, 7, 10, 12, 18, and 19 at the District's headquarters that consists of 6 pre-treatment vessels and 22 new ion exchange (IX) vessels.



Leighton developed geotechnical recommendations for the project, including mitigation measures for liquefaction potential, prepared a geotechnical exploration report, and provided inspection and testing services during construction. This project was awarded both "Outstanding Water Project" and "Project of the Year" at the 2022 American Society of Civil Engineers Orange County (ASCE OC) awards ceremony.

## On-Call Services: City of Anaheim

ANAHEIM, CA

**Imperial Highway and Big Sky Lane Water Main Replacement | 2021 – 2022:** This project consisted of a Design-Build Water main replacement of approximately 5,000 linear feet of existing pipeline along a portion of Imperial Highway and Big Sky Lane in Anaheim Hills. Leighton performed subsurface exploration along the pipeline alignment and provided geotechnical recommendations for excavation, shoring, backfill, and pavement placement.

**Dwyer Drive, Lincoln Avenue and Dahlia Drive Water Main Replacement | 2022 – Ongoing:** Design-Build Water main replacement of existing water main alignments at two locations within residential neighborhoods in Anaheim. The project involves replacement of approximately 4,700 linear feet of water main with 6-inch to 8-inch diameter ductile iron pipe. Leighton performed subsurface exploration along the pipeline alignment and provided geotechnical recommendations for excavation, shoring, backfill, and pavement placement.

## On-Call Geotechnical Services: City of Newport Beach

NEWPORT BEACH, CA

**Jamboree Road Pavement Rehabilitation and Reclaimed Water Conversion Project | 2021 – Present:** Leighton is providing geotechnical observation and testing, material testing, and special inspection services on this Pavement Rehabilitation and Reclaimed Water Conversion Project, spanning an approximate 1-mile section of Jamboree Road, a major vehicular artery between Coast Highway and Ford Road. Our team supports construction elements including cold milling of existing asphalt pavement and overlaying for a majority of the east and westbound lanes of Jamboree; full-depth asphalt concrete repair in localized sections of pavement; concrete sidewalk removal and reconstruction; concrete median curb and gutter removal and reconstruction; and new storm drainage infrastructure.

**Annual Slurry Seal Program | 2021 – PRESENT:** Leighton provided materials testing & special inspection services as part of the City of Newport Beach's 2021-2022 Citywide Slurry Seal Program. Project areas included East and West Newport Heights, Cliffhaven, Westcliff Villas, and the John Wayne Park Parking Lot. The project entailed application of 2,900,000 square-feet of Type I Emulsion-Aggregate Slurry (EAS) and CQS-1h quickset emulsifier at identified locations throughout the City. Our team is provided field inspections during EAS placement, preparation of daily reports, collection of samples, laboratory conformance testing, final close-out report preparation along with management and quality control support.

## EXPERIENCE IN THE CITY OF STANTON

### **Tahiti & Riviera Apartment Homes** STANTON, CA

**Client:** Jamboree Housing Corporation | 17701 Cowan Avenue, Suite 200, Irvine, CA 92614

**Reference:** Jonanthan Lee, Project Manager | (949) 214-2338 | jlee@jamboreehousing.com

Leighton provided a geotechnical exploration report for the modernization and new construction of the Tahiti Apartment Homes and the modernization of the current Riviera Motel to the Riviera Apartment Homes. The new apartment homes will provide permanent supportive housing.

The Tahiti Apartment Homes site was previously occupied by the now closed Tahiti Motel and a mostly paved vacant lot which was previously a one-story building demolished in 2020. The space previously utilized as the lobby, offices, and entrance will be demolished and the current motel structure will be converted into apartments.

The current site of the future Riviera Apartment Homes is currently occupied by the Riviera Motel which consists of one- and two-story wood framed buildings and parking areas. The improvements to the structure of the motel will be mostly kept-in-place and improvements will include interior renovations, reconfiguration of the parking areas, fire access improvement and a new trash enclosure.

Leighton's geotechnical exploration of both project sites were conducted to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements. Additionally, Leighton is currently providing geotechnical observation/testing, special inspection and materials testing services during the construction of the new structure at the Tahiti Apartment Homes site.

### **Sherrill Plant PFAS Treatment Facility** STANTON, CA

**Client:** Tetra Tech, Inc. | 17885 Von Karman Ave, Ste 500, Irvine, CA 92614

**Reference:** Steve Tedesco, Sr. Vice President | (909) 809-5153 | steve.tedesco@tetrattech.com

Leighton provided a geotechnical exploration report for the Sherrill Plant PFAS Water Treatment Facility. The new PFAS facility at the Sherill Plant well site will remove perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS) from local well water. The facility will use an ion exchange treatment system made of highly porous resin that acts like powerful magnets that adsorb and hold onto contaminants. During treatment, contaminants such as PFOA and PFOS are removed. The Sherill Plant facility is among 35 PFAS treatment facilities being designed and constructed by the Orange County Water District over the next few years. The proposed improvements include four ion exchange (IX) vessels supported on a concrete pad, to be located at the northwestern portion of the plant. Each vessel will be 5 feet in diameter and 11 feet in height. The associated improvements will include new piping and new paving. Leighton conducted a geotechnical exploration at the Sherill Plant site to evaluate subsurface conditions at the sites and provide geotechnical recommendations to aid in the design and construction of the proposed construction and improvements.

### **Starlight West Grove Cinemas** STANTON / GARDEN GROVE, CA

**Client:** Moore Electric, Inc. | 9449 9th Street, Rancho Cucamonga, CA 91730

**Reference:** Douglas Moore, Owner | (909) 941-7114 | doub@mooreelectric.com

Leighton provided a geotechnical observation and testing services for the Starlight West Grove Cinemas project. The project included transforming the existing commercial building at 12141 Valley View Street into a movie theater. Other key project elements included construction of four restaurants inside the existing building with approximate footprint areas of 2,000 square feet (SF), 1,401 SF, 1,500 SF, and 2,731 SF; with one of the restaurants having a drive thru area along with the patio for outside seating, and construction of a new 2,000 SF Coffee Shop on the southeast corner of the site. Other improvements included reconstruction of the parking lot areas and hardscape/landscape improvements.



## Section 8: INSURANCE CERTIFICATION

Client#: 1257049

305LEIGHGRO

**ACORD™**

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>McGriff Insurance Services</b> 2400 E Katella Ave Suite 1100 Anaheim, CA 92806 714 941-2800	CONTACT NAME: <b>Lori McNay</b>	FAX (A/C, No):	
	PHONE (A/C, No, Ext): <b>714 941-2815</b>	E-MAIL ADDRESS: <b>LMcNay@mcgriffinsurance.com</b>	
INSURED <b>Leighton Consulting Inc</b> 17781 Cowan Ste. 100 Irvine, CA 92614-6009	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B : Travelers Indemnity Co of CT		25682
	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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			065463440	02/14/2020	02/14/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Overall Policy General Aggregate \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA0305L81420CAG	02/14/2020	02/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			006546318	02/14/2020	02/14/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Prof/Pollutn Liab Claims Made			013001524	02/14/2020	02/14/2021	\$5,000,000 Per Claim \$5,000,000 Aggregate \$50,000 Ded

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

Informational Purposes Only

**CERTIFICATE HOLDER**

**CANCELLATION**

(LC)Leighton Consulting Inc 17781 Cowan Ste 100 Irvine, CA 92614	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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## Section 9: EXCEPTIONS AND DEVIATIONS

### Technical Exceptions

Leighton has reviewed the Request for Proposals has no technical exceptions or deviations.

### Contractual Exceptions

Leighton has reviewed the Request for Proposals and proposes the following exceptions/deviations to Exhibit B: Professional Services Agreement.

#### 3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, ~~in any manner arising out of, pertaining to, or incident to any alleged~~ directly resulting from the acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that ~~arise out of, pertain to, or~~ directly relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.



## Section 10: PROPOSAL ACKNOWLEDGMENT FORM



### EXHIBIT A

#### PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 1 & 2, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

Kristen Williams

Original Signature by Authorized Officer/Agent

73-1650031

Vendor's Tax ID Number (FEIN)

Kristen Williams, PG

Type/Print Name of Signatory

Leighton Consulting, Inc.

Company Name

Area Leader

Title

(949) 681 - 4273

Phone Number

2600 Michelson Drive, Suite 400, Irvine, CA 92612

Consultant Mailing Address

(949) 250 - 1114

Fax Number

Form of Business (mark one of the following):

https://www.leightongroup.com/

Website Address

Sole Proprietor/Individual

kwilliams@leightongroup.com

E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: California



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ON-CALL GEOTECHNICAL ENGINEERING SERVICES**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "Cesar Rangel". The signature is written in a cursive style and is positioned above a horizontal line.

**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	Tuesday, September 26, 2023
Deadline for Questions:	Thursday, October 19, 2023
Proposal Due Date:	<b>Thursday, October 26, 2023, at 4:00 p.m.</b>
Presentation/Interviews:	TBD (as necessary)



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**EXHIBIT A:** PROPOSAL ACKNOWLEDGEMENT FORM

**EXHIBIT B:** SAMPLE PROFESSIONAL SERVICES AGREEMENT



## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton ("City") is requesting proposals from qualified consultants to provide On-Call Geotechnical Services.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 p.m. on Thursday, October 26, 2023.** The consultant contract is anticipated to be awarded at a December City Council meeting. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Cesar Rangel, Director of Public Works/City Engineer, at (714) 890-4203, or via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov).

## **II. PROJECT BACKGROUND**

The City of Stanton is located in western Orange County. It covers an area of 3.15 sq. mi. The city is comprised of residential and commercial properties. The Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

### **III. SCOPE OF SERVICES**

The selected consultant shall conduct all engineering and administrative tasks necessary to complete the project.

Project tasks shall include, but are not necessarily limited to, those items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.**

#### Geotechnical investigation & design services for Public Works projects

- a. Literature review of geotechnical reports and maps
- b. Site reconnaissance
- c. Underground service alert coordination
- d. Subsurface soil sampling
- e. Boring logs
- f. Geotechnical engineering analyses
- g. Seismicity
- h. Geotechnical design recommendation for grading and foundations

#### Pavement evaluation and design

- a. Pavement corings
- b. Deflection testing
- c. Pavement analysis per Caltrans methodology

#### Geotechnical observation and testing, materials testing and special inspection

- a. Acceptance Testing for the City of various construction materials, including but not limited to AC, aggregate base, subgrade, concrete and more
- b. Field sampling/testing/observation
- c. Plant inspection
- d. Laboratory testing
- e. Laboratory certification (Caltrans, etc.)
- f. Meeting City's Quality Assurance Program

#### Geotechnical review services

- a. Review of geotechnical reports
- b. Review of grading and foundation plans
- c. Preparation of review sheets
- d. Billing
- e. Coordination with planning and building & safety staff
- f. Presentations meetings
- g. Requires GE and CEG to perform reviews

## **COMPENSATION and LENGTH OF AGREEMENT**

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$150,000.00 (One Hundred and Fifty Thousand Dollars and no cents). The Public Works Department will assign task orders as services are needed that will be subtracted from the overall not-to-exceed amount. The anticipated duration of the agreement will be for three (3) years.

## **IV. SUBMISSION REQUIREMENTS**

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

### **Three (3) copies of the Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:**

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

## **LETTER OF TRANSMITTAL**

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.

- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

## **WRITTEN PROPOSAL**

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with Storm Drain Master Plans.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no



contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, "Sample Professional Services Agreement."

10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT A**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

**SEPARATE FEE PROPOSAL**

Consultant fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Total Project Cost Proposal and hourly rate schedule.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Consultant," below.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

<b>Criteria</b>	<b>Approximate Weight</b>
<b>Staffing Capabilities / Technical Competence.</b> Candidates shall have knowledge of the principles and practices of geotechnical engineering. Available resources to perform the requested services, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.	20%
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	30%
<b>Past Performance Record.</b> Experience in completion of services of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	35%
<b>Cost.</b> Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	10%

<b>Exceptions and deviations from the City's standard Professional Services Agreement.</b>	5%
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## **VI. SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works & Engineering Department  
7800 Katella Avenue





Stanton, CA 90680-3162  
*Attention: Cesar Rangel, P.E.,*

**The proposal outer envelope shall be labeled:**

**PROPOSAL FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

**VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Cesar Rangel, P.E.  
Director or Public Works/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4203  
Email: CRangel@StantonCA.gov

All questions and/or inquiries shall be submitted by Thursday, October 19, 2023.



Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by **Tuesday, October 24, 2023**, please verify any addenda was issued by contacting Cesar Rangel by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (EXHIBIT B).

## **IX. TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor’s license, required for this work shall be obtained at the sole expense of the Contractor.

## **X. PAYMENT TO CONSULTANT**

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.



The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

## **XI. INSURANCE**

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be



primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

## **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.



The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

## **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

## **XVI. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution



of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

## **EXHIBIT “B”**

### **COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

## LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	95	Project Administrator/Word Processor/Dispatcher .....	86
Technician II / Special Inspector .....	105	Information Specialist .....	124
Senior Technician / Senior Special Inspector .....	124	CAD Operator.....	148
Prevailing Wage (field soils / materials tester) * .....	170	GIS Specialist.....	148
Prevailing Wage (Special Inspector) * .....	175	GIS Analyst .....	171
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)* .....	179	Staff Engineer / Geologist / Scientist.....	162
System Operation & Maintenance (O&M) Specialist.....	157	Senior Staff Engineer / Geologist / Scientist / ASMR .....	176
Non Destructive Testing (NDT).....	167	Operations / Laboratory Manager.....	195
Deputy Inspector .....	124	Project Engineer / Geologist / Scientist.....	205
Field / Laboratory Supervisor .....	157	Senior Project Engineer / Geologist / Scientist / SMR.....	224
Source Inspector .....	143	Associate.....	247
City of Los Angeles Deputy Building (including Grading) Inspector .....	167	Principal.....	276
		Senior Principal .....	328

\* See Prevailing Wages in Terms and Conditions

## GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
<b>CLASSIFICATION &amp; INDEX PROPERTIES</b>		<b>COMPACTION &amp; PAVEMENT SUBGRADE TESTS</b>	
Photograph of sample .....	15	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216).....	25	- 4 inch diameter mold (Methods A & B) .....	170
Moisture & density (ASTM D2937) ring samples.....	35	- 6 inch diameter mold (Method C) .....	230
Moisture & density (ASTM D2937) Shelby tube or cutting .....	45	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318): .....	160	- 4 inch diameter mold Methods A & B.....	235
- Single point, non-plastic.....	90	- 6 inch diameter mold Method C.....	265
- Atterberg limits (organic ASTM D2487 / D4318).....	195	Check point (per point) .....	70
- Visual classification as non-plastic (ASTM D2488).....	15	Relative compaction of untreated/treated soils/aggregates (CTM 216) .....	270
Particle size: .....		Relative density 0.1 ft mold (ASTM D4253, D4254).....	250
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	145	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	190	- 3 point .....	535
- Hydrometer only (ASTM D7928) .....	120	- 1 point .....	200
- Sieve + hydrometer ≤3 inch sieve, (ASTM D7928) .....	200	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	335
- Percent passing #200 sieve, wash only (ASTM D1140).....	75	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301) .....	365
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207).....	140		
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206).....	110	<b>SOIL CHEMISTRY &amp; CORROSION</b>	
- Total porosity - on Shelby tube sample (calculated) .....	180	pH Method A (ASTM D4972 or CTM 643) .....	50
- Total porosity - on other sample (calculated) .....	165	Electrical resistivity – single point – as received moisture.....	50
Shrinkage limits wax method (ASTM D4943).....	135	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643) .....	95
Pinhole dispersion (ASTM D4647) .....	225	pH + minimum resistivity (CTM 643) .....	140
Dispersive characteristics (double hydrometer ASTM D4221) .....	215	Sulfate content - gravimetric (CTM 417 B Part 2).....	75
As-received moisture & density (chunk/carved samples).....	65	Sulfate content - by ion chromatograph (CTM 417 Part 2) .....	85
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217) .....	115	Sulfate screen (Hach®) .....	35
		Chloride content (AASHTO T291/CTM 422) .....	75
<b>SHEAR STRENGTH</b>		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	85
Pocket penetrometer .....	20	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643) .....	285
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974).....	70
Consolidated undrained - 0.05 inch/min (CU) .....	305		
Consolidated drained - <0.05 inch/min (CD) .....	370	<b>CONSOLIDATION &amp; EXPANSION/SWELL TESTS</b>	
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	55	Consolidation (ASTM D2435):.....	210
Remolding or hand trimming of specimens (3 points) .....	95	Each additional time curve .....	50
Oriented or block hand trimming (per hour).....	70	Each additional load/unload w/o time reading .....	45
Single point shear.....	115	Expansion Index (ASTM D4829) .....	140
Torsional shear (ASTM D6467 / ASTM D7608).....	880	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & in/undate only).....	115
		Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A) .....	310



METHOD	\$/TEST
<b>TRIAXIAL TESTS</b>	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	145
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	185
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	400
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	400
Silt or clayey sand soils (per confining stress).....	535
Clay soils (per confining stress).....	755
Three-stage triaxial (sand or silty sand soils).....	700
Three-stage triaxial (silt or clayey sand soils).....	935
Three-stage triaxial (clay soils).....	1,320
Remolding of test specimens.....	70

METHOD	\$/TEST
<b>HYDRAULIC CONDUCTIVITY TESTS</b>	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	335
Each additional effective stress.....	130
Hand trimming of soil samples for horizontal K.....	65
Remolding of test specimens.....	70
Permeability of granular soils (ASTM D2434).....	145
Soil suction (filter paper method, ASTM D5298).....	430
<b>SOIL-CEMENT</b>	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	260
Wet-dry durability of soil-cement mixtures (ASTM D559) <sup>1</sup> .....	1,290
Compressive strength of molded soil-cement cylinder (ASTM D1633) <sup>1</sup> .....	65
Soil-cement remolded specimen (for shear strength, consolidation, etc.) <sup>1</sup> .....	250
<sup>1</sup> Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

## CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
<b>CONCRETE STRENGTH CHARACTERISTICS</b>	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	40
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	45
Trimming concrete cores (per core).....	25
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	90
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	90
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	30
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	430
Length of concrete cores (CTM 531).....	45
<b>HOT MIX ASPHALT (HMA)</b>	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,250
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	965
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	375
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	160
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,445
Extraction by centrifuge, percent asphalt (ASTM D2172).....	160
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	145
Stabilometer, S-Value (ASTM D1560/CTM 366).....	285
Bituminous mixture preparation (AASHTO R30/CTM 304).....	85
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	65
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	55
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	60
Maximum density - Hveem (CTM 308).....	215
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	140
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	45
Wet track abrasion of slurry seal (ASTM D3910).....	160
Rubberized asphalt (add to above rates).....	+25%
<b>BRICK</b>	
Compression - cost for each, 5 required (ASTM C67).....	55
Absorption - cost for each, 5 required (ASTM C67).....	55

METHOD	\$/TEST
<b>AGGREGATE PROPERTIES</b>	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	55
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	65
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	215
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	270
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	140
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206) >#4 retained.....	110
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	190
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	215
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	45
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	140
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	145
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	230
Cleanliness value of coarse aggregate (CTM 227).....	225
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	240
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	695
<b>MASONRY</b>	
Mortar cylinders 2" x 4" (ASTM C780).....	35
Grout prisms 3" x 6" (ASTM C1019).....	35
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	45
Masonry core shear testing (Title 24).....	85
Veneer bond strength, cost for each - 5 required (ASTM C482).....	60
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	60
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	55
CMU linear drying shrinkage (ASTM C426).....	190
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	215
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	270
<b>BEARING PADS/PLATES AND JOINT SEAL</b>	
Elastomeric bearing pads (Caltrans SS 51-3).....	1060
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,315
Type A Joint Seals (Caltrans SS 51-2).....	1,735
Type B Joint Seals (Caltrans SS 51-2).....	1,640
Bearing plates (A536).....	770

METHOD	\$/TEST
<b>REINFORCING STEEL AND PRESTRESSING STRANDS</b>	
Rebar tensile test, ≤ up to No. 11 (ASTMA370).....	70
Rebar tensile test, ≥ No. 14 & over (ASTMA370).....	215
Rebar bend test, up to No. 11 (ASTMA370).....	70
Rebar bend test, ≥ No. 14 & over (ASTMA370).....	215
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)....	70
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)....	90
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	70
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	45
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	215
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	215
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	70
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	215
Epoxy coated rebar/dowel film thickness (coating) test (ASTMA775/A934).....	50
Epoxy coated rebar/dowel continuity (Holiday) test (ASTMA775/A934).....	70
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTMA775/A934).....	50
Prestressing wire, tension (ASTMA416).....	190
Sample preparation (cutting).....	55

METHOD	\$/TEST
<b>STREET LIGHTS/SIGNALS</b>	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,390
<b>SPRAY APPLIED FIREPROOFING</b>	
Unit weight (density, ASTM E605).....	65
<b>FASTENERS / BOLTS / RODS</b>	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370).....	70
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370).....	80
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370).....	70
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370).....	80
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)....	70
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTMA370).....	110
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTMA370)....	130
<b>SAMPLE TRANSPORT</b>	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	95

## EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates.....	5 each
1/4 inch Tubing (bonded).....	0.60 foot
1/4 inch Tubing (single).....	0.40 foot
3/8 inch Tubing, clear vinyl.....	0.60 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000.....	140 day
Air flow meter and purge pump (200 cc/min).....	55 day
Box of 24 soil drive-sample rings.....	130 box
Brass sample tubes.....	11 each
Caution tape (1000-foot roll).....	22 each
Combination lock or padlock.....	15 each
Compressed air tank and regulator.....	55 day
Concrete coring machine (≤6-inch-dia).....	160 day
Consumables (gloves, rope, soap, tape, etc.).....	40 day
Core sample boxes.....	30 each
Crack monitor Two-Dimensional.....	30 each
Crack monitor Three-Dimensional.....	40 each
Cutoff saws, reciprocating, electric (Sawzall®).....	80 day
D-Meter Walking Floor Profiler.....	110 day
Disposable bailers.....	25 each
Disposable bladders.....	20 each
Dissolved oxygen meter.....	50 day
DOT 55-gallon containment drum with lid.....	85 drum
Double-ring infiltrrometer.....	135 day
Dual-stage interface probe.....	85 day
Dynamic Cone Penetrometer.....	430 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set.....	90 day
HDPE safety fence (≤100 feet).....	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast).....	150 day
Magnehelic gauge.....	15 day
Manometer.....	25 day
Mileage (will adjust with IRS published rate).....	0.655 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907).....	65 test
Nuclear moisture and density gauge.....	88 day
Electrical moisture and density gauge.....	88 Day
Pachometer.....	50 day
Particulate Monitor.....	135 day
pH/Conductivity/Temperature meter.....	60 day
Photo-Ionization Detector (PID).....	130 day
Pump, Typhoon 2 or 4 stage.....	55 day
QED bladder pump w/QED control box.....	175 day
Quire fee – Phase I only.....	250 each
Resistivity field meter and pins.....	200 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.....	20 each
Slope inclinometer.....	250 day
Soil sampling T-handle (Encore).....	10 day
Soil sampling tripod.....	40 day
Speedy (R) moisture tester.....	10 day
Stainless steel bailer.....	60 day
Submersible pump with controller.....	180 day
Submersible pump/transfer pump, 10-25 gpm.....	65 day
Support service truck usage (well installation, etc.).....	250 day
Survey/fence stakes.....	10 each
Tedlar® bags.....	25 each
Traffic cones (≤25)/barricades (single lane).....	55 day
Turbidity meter.....	80 day
Tyvek® suit (each).....	25 each
Vapor sampling box.....	65 day
Vehicle usage (carrying equipment).....	20 hour
VelociCalc.....	40 day
Visqueen (20 x 100 feet).....	130 roll
Water level indicator (electronic well sounder) <300 feet deep well....	100 day
ZIPLEVEL®.....	40 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

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## TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2023 after which non-prevailing wage rates for remaining or additional services will increase by 4% on January 1st of each year.
  - **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
  - **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase by \$8 on July 1st of each year.
  - **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
  - **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
  - **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
    - **4 hours:** 4-hour minimum charge up to the first four hours of work.
    - **8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.
- Project time accrued includes portal to portal travel time.**
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
  - **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
  - **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
  - **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
  - **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months following completion of assigned tests, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$15 per bag and \$6 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in California. There may be additional cost for handling imported samples.
  - **Construction Material Samples:** After all designated breaks for a given sample set meet specified compressive at design age or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. Unless specifically requested otherwise, all other construction materials will be disposed of after completion of testing and reporting.

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a Corporation**, with its principal place of business at **475 Goddard, Suite 200, Irvine, CA 92618** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **On-Call Geotechnical Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Geotechnical Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **On-Call Geotechnical Engineering Services** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Geotechnical Engineering** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 13, 2023** to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

## 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Garreth Saiki**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder.

Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Christian Delgadillo, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers’ Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City



except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** ("Total Compensation") for the entire term of the contract and shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) annually** without written approval of City's **Director of Public Works**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"

projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Ninyo & Moore Geotechnical and Environmental Sciences  
Consultants  
475 Goddard, Suite 200  
Irvine, CA 92618  
Attn: **Garreth Saiki**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant

which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is

fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants**. City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns**. This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer**. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions**. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver**. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous

twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

NINYO & MOORE GEOTECHNICAL  
AND ENVIRONMENTAL SCIENCES  
CONSULTANTS

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: Avram Ninyo  
Title: President

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_  
Name: Elaine Autus  
Title: Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



Proposal to Provide

# Geotechnical Engineering Services

City of Stanton

Public Works & Engineering Department

October 26, 2023



P04-04261



[ninyoandmoore.com](http://ninyoandmoore.com)



**Ninyo & Moore**

Geotechnical & Environmental Sciences Consultants

# 1. Letter of Transmittal



October 26, 2023  
Proposal No. P04-04261

Mr. Cesar Rangel, Director of Public Works/City Engineer  
City of Stanton  
Public Works & Engineering Department  
7800 Katella Ave.  
Stanton, California 90680

Subject: Response to Request for Proposal for On-Call Geotechnical Engineering Services  
City of Stanton

Dear Mr. Rangel:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore) appreciates your consideration of our proposal to provide on-call geotechnical engineering services for the City of Stanton (City). We are providing this submittal in response to the City's Request for Proposal (RFP) issued September 26, 2023, Addendum No. 1 issued October 4, 2023, and Addendum No. 2 issued October 23, 2023. Ninyo & Moore specializes in geotechnical engineering services as part of the wide-range of consulting services that we provide to our clients, and is a respected geotechnical consultant in California. We are confident that our experience and technical expertise will assist the City in successfully completing future projects, and offer the following advantages:

**SPECIALIZED SERVICES AND LICENSED STAFF:** Ninyo & Moore, a Minority Business Enterprise (MBE), has been providing geotechnical engineering services for over 37 years. Our staff of 550 professionals registered experienced engineers, geologists, scientists, certified asbestos consultants, site surveillance technicians, certified lead assessors, inspectors, certified field and laboratory technicians, regulatory compliance experts, and environmental specialists.

**HISTORY OF SUCCESSFULLY PROVIDING SIMILAR SERVICES:** Since our inception in 1986, Ninyo & Moore has provided similar geotechnical engineering for many public agencies in southern California through on-call service contracts. We have developed a specific approach for on-call contract management and continually improve our approach to better meet our client's needs. Some of the agencies which we have been awarded on-call contracts include the Cities of Anaheim, Santa Ana, Yorba Linda, Brea, Irvine, Diamond Bar, Long Beach, and Los Angeles, County of Orange Public Works Department, Orange County Transportation Authority (OCTA), Orange County Sanitation District (OCSD), and the John Wayne Airport Authority.

**CREDENTIALLED LABORATORY:** Ninyo & Moore's fully equipped, in-house testing laboratories offer full-service field and laboratory testing services for construction materials and geotechnical projects. Our laboratories are accredited by the American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), Caltrans, the Division of the State Architect (DSA), the City of Los Angeles, and many other public agencies.

**PROXIMITY:** Our professional consulting services will be performed from our Orange County office and certified soils and materials laboratory, located at 475 Goddard, Suite 200, Irvine, California. Our local office and laboratory is located approximately 22 miles south from the City. The proximity of our office and laboratory will enable us to provide quick response to requested services and will essentially eliminate delays due to travel time and traffic for our personnel.

## REQUIRED INFORMATION/STATEMENTS ● ● ●

- Legal Name:** Ninyo & Moore Geotechnical and Environmental Sciences Consultants
- Corporate Address:** 5710 Ruffin Road, San Diego, CA 92123
- Primary Contact:** Garreth Saiki, PE, GE Principal Engineer | 📞 949.753.7070 | ✉️ gsaiki@ninyoandmoore.com
- Ninyo & Moore has thoroughly examined and is familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Ninyo & Moore acknowledges Addendum No. 1 issued October 4, 2023 and Addendum No. 2 issued October 23, 2023.
- Ninyo & Moore affirms that this proposal shall remain valid for a period of no less than ninety (90) days from the date of submittal.
- Ninyo & Moore affirms that all information submitted with the proposal is true and correct.

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

Sincerely,  
**NINYO & MOORE**



Garreth M. Saiki, PE, GE  
Principal Engineer  
✉️ gsaiki@ninyoandmoore.com  
📞 909.758.5960 ext. 12231  
🌐 www.ninyoandmoore.com

GMS/klb

Distribution: (3) bound copies

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## APPENDIX A

Resumes of Key Personnel

## ATTACHMENTS

Fee Schedule (Separate Sealed Envelope)

## 2. Firm Structure and History

**“S”** Ninyo & Moore is an “S” Corporation

**TAX** 33-0269828

**Minority-Owned Business Enterprise**

**www.ninyoandmoore.com**

**550 Employees firm-wide**

**15 Office Locations (Staff #)**

*Irvine, CA (102)*

*Fontana, CA (32)*

*Los Angeles, CA (1)*

*Alameda, CA (19)*

*San Diego, CA (84)*

*Sacramento, CA (3)*

*San Jose, CA (46)*

*San Francisco, CA (1)*

*Phoenix, AZ (76)*

*Prescott, AZ (1)*

*Tucson, AZ (34)*

*Denver, CO (52)*

*Las Vegas, NV (38)*

*Houston, TX (54)*

*Salt Lake City, UT (17)*

### Firm Background

Ninyo & Moore Geotechnical and Environmental Sciences Consultants was established in San Diego, California, on September 2, 1986, and incorporated as an “S” Corporation in the State of California on March 3, 1987. Since then, the firm has grown to 15 offices in six states throughout the western United States. Our 550+ employees include registered/certified geotechnical and civil engineers; geologists, engineering geologists, and hydrogeologists; geophysicists; environmental scientists; industrial hygienists; qualified SWPPP developers; and field technicians and special inspectors providing the full spectrum of geotechnical, environmental, and construction phase testing and inspection services.

Since our inception, Ninyo & Moore has provided geotechnical engineering consulting services to public agencies. For over 37 years, we have been providing services similar to those described in the City of Stanton’s (City) Request for Qualifications (RFQ). Ninyo & Moore’s key services, which generally encompass the expected scope of work items described in the RFP, include the following:

#### Planning and Design Phase Geotechnical Services

- » Coastal studies
- » Dam characterization
- » Engineering geology
- » Earthquake and fault studies
- » Feasibility studies
- » Foundation design
- » Geologic hazard evaluations
- » Ground motion monitoring
- » Groundwater resource evaluations
- » Hydrogeologic evaluations
- » Landslide evaluations
- » Laboratory testing
- » Liquefaction analysis
- » Mineral resource evaluations
- » NEPA/CEQA technical studies
- » Pavement design
- » Retaining and buried structure design
- » Seismic design
- » Seismic hazard assessment
- » Seismic retrofit analysis
- » Slope stability analysis
- » Soil modification studies
- » Third-party reviews

#### Geophysical Services

- » Electrical resistivity
- » Electromagnetics
- » Ground penetrating radar (GPR)
- » Magnetics
- » Seismics
- » Vibration monitoring
- » Crosshole sonic logging
- » Refraction microtremor
- » Seismic refraction surveys
- » Sonic echo/impulse response

#### Forensic Services

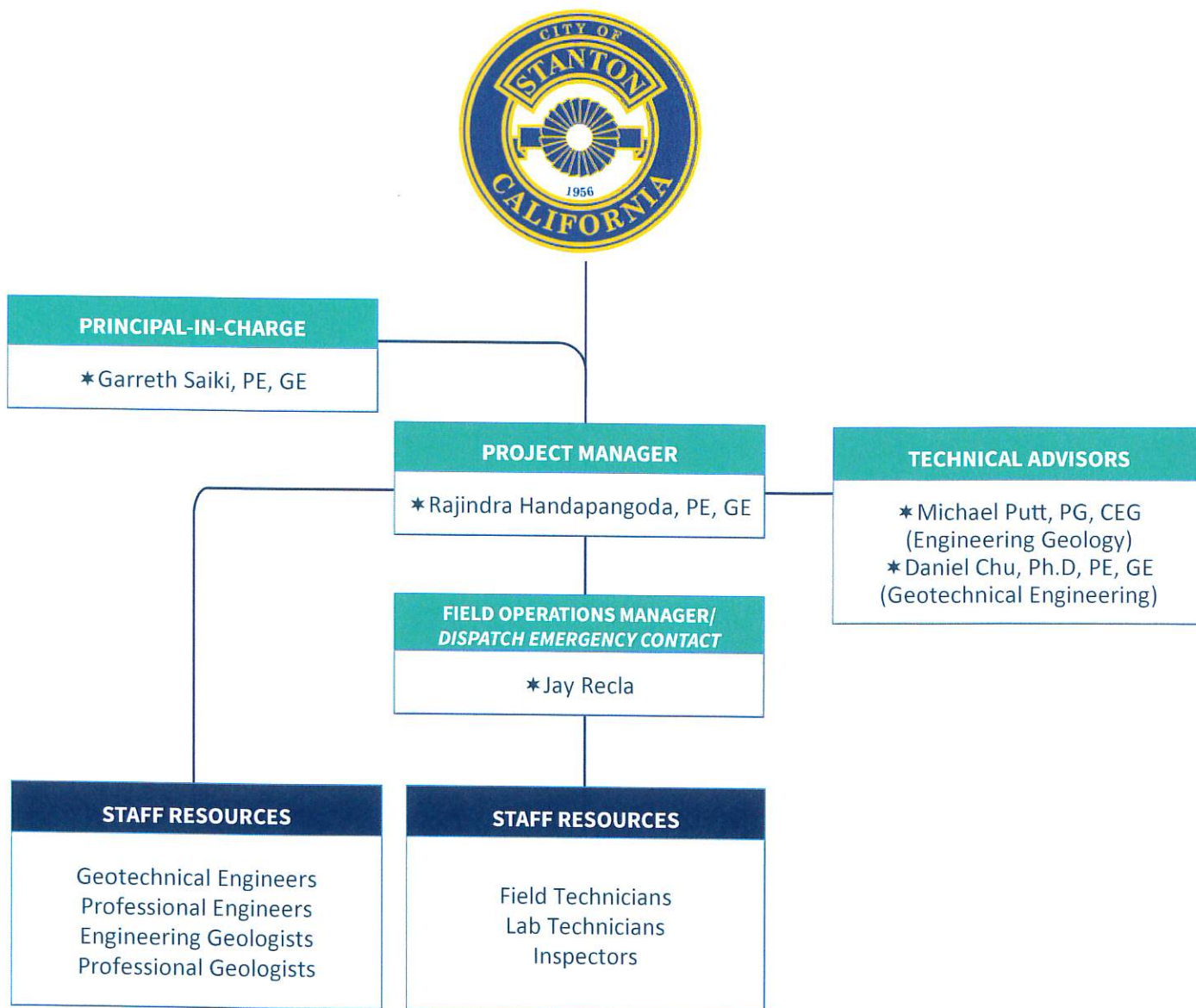
- » Engineering geology
- » Environmental assessments
- » Expert witness services
- » Geotechnical engineering
- » Insurance claim evaluations

#### Construction Phase Geotechnical Services

- » Construction management support
- » Earthwork and grading studies
- » Field instrumentation and monitoring
- » Plans and specifications review
- » Materials testing and inspection

# Structure/Organization Chart

Provided below is an Organizational Chart identifying Ninyo & Moore’s proposed team for this contract that delineates the structure and communication/reporting relationships among the staff. Further information regarding assigned key personnel (★) is included in the following section. Complete resumes are included in Appendix A.





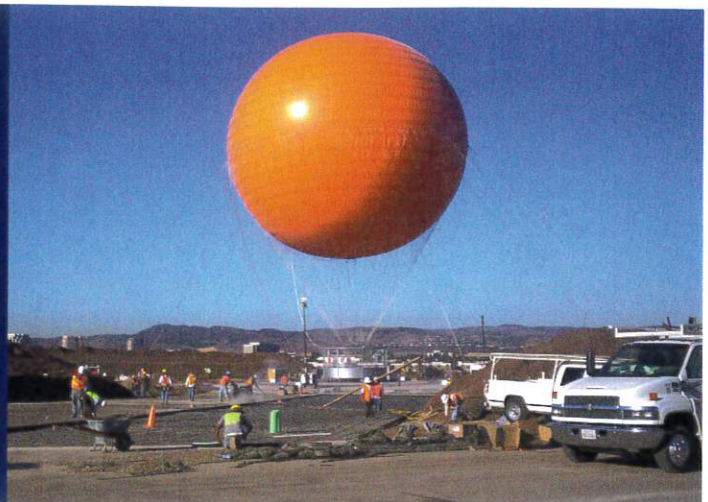
## Past Performance

Ninyo & Moore has become a specialist in providing on-call services for public agencies. Through the years of providing on-call services, we have developed a management approach that enables us to provide our clients with responsive, efficient, and cost-effective services utilizing master agreement/on-call contracts with specific task order work assignment authorizations. The success of our approach is demonstrated through our long list of successful public agency on-call services contracts and the continued renewal of these contracts. The following table lists some of the public agencies that we have provided on-call services for in the past five years:

<b>Cities</b>	City of Anaheim City of Brea City of Irvine City of Rancho Santa Margarita City of Santa Ana City of Yorba Linda	City of Culver City City of Diamond Bar City of Los Angeles City of Long Beach City of Pasadena City of Santa Monica City of West Hollywood	City of Chino Hills City of Corona City of Fontana City of Ontario City of Moreno Valley City of Riverside City of San Bernardino	City of Carlsbad City of Oceanside City of San Diego City of Chula Vista City of Oakland City of San Bruno City of San Francisco
<b>Counties</b>	County of Orange County of Los Angeles, Department of Public Works County of San Bernardino		County of San Diego County of San Mateo County of San Francisco	
<b>State/Federal Agencies</b>	Bureau of Land Management Caltrans Department of General Services Judicial Council of California, Office of the Courts		National Park Service United States Air Force United States Army Corps of Engineers United States Naval Facilities Engineering Command	
<b>Ports</b>	Port of Long Beach Port of Los Angeles		Port of Oakland Port of San Diego	
<b>Utility Agencies</b>	Golden State Water District Inland Empire Utilities Agency Irvine Ranch Water District Orange County Sanitation District		Orange County Water District Metropolitan Water District South Coast Water District Southern California Edison	
<b>Schools</b>	Brea Unified School District Capistrano Valley Unified School District Fullerton Joint Union High School District Irvine Unified School District Santa Ana Unified School District		Glendale Unified School District Los Angeles Unified School District Long Beach Unified School District Norwalk-La Mirada Unified School District Santa Monica-Malibu Unified School District	
<b>Transportation</b>	John Wayne Airport Los Angeles World Airports Metropolitan Transportation Agency		Orange County Transportation Authority Riverside County Transportation Commission San Bernardino Associated Governments	

**“ I would like to extend my appreciation for all of Ninyo & Moore’s support on our Orange County Great Park Project. Ninyo & Moore’s range of technical expertise, commitment, and responsiveness demonstrates the company’s major strengths which exemplify excellent client service and a high level of responsiveness.”**

- Gregg Gipe, Project Development  
City of Irvine  
On-Call Professional Consulting Services



## Relevant Experience

The following are some detailed descriptions of some of Ninyo & Moore’s relevant projects successfully completed by our staff that demonstrate our competence to perform work similar in scope and magnitude to that required for this contract with the City.



### City of Yorba Linda/On-Call Geotechnical and Materials Testing Services

Ninyo & Moore was retained to provide on-call engineering, geotechnical and materials testing and deputy inspection, as well as environmental consulting services during the various construction and reconstruction type projects located throughout the City of Yorba Linda. Our environmental and geotechnical engineering, as well as field materials testing and deputy inspection personnel have worked closely with the City of Yorba Linda staff in order to assist in them in ensuring that each project is constructed in accordance with the approved documents. Ninyo & Moore’s on-call environmental and geotechnical engineering, as well as materials testing and deputy inspection services included project coordination and management, in order to assist the City in maintaining each project’s fiscal budget.

### City of Irvine/On-Call Geotechnical, Engineering Geology and Materials Testing Services

Ninyo & Moore is providing on-call geotechnical, engineering geology, and materials testing and deputy inspection services, third-party review services, as well as hazardous materials assessments for various projects (three separate contracts) for the City of Irvine. The projects have included investigations in the City related to soils, grading, slopes, and hydrogeology, including mold and hazardous material content and identification testing, as well as materials testing and Acceptance Testing (AT) and Independent Assurance Sampling and Testing (IAST) services for construction materials (on-site and laboratory testing).



### City of Anaheim/Materials Testing and Deputy Inspection Services

Ninyo & Moore provided materials testing and inspection services during construction of various capital improvement projects. Services includes field compaction and lab testing of soils, aggregates, asphalt and concrete materials. Inspections include site grading, excavation, backfill, and aggregate, and concrete placement operations during construction.

Deputy building inspection and materials testing includes certified deputy building inspection by personnel acceptable to the City of Anaheim Building Division (Division), to inspect and certify as required by the Division requirements, including the latest edition of the IBC as adopted by the Division



### City of Rancho Santa Margarita/On-Call Geotechnical Consulting and Materials Testing Services

Ninyo & Moore has provided on-call geotechnical engineering consulting and material testing services for various City projects. Services included geologic mapping, logging and sampling of exploratory test pits and borings, project coordination, review of previous reports and plans at the City, engineering analysis, attending home owner association meeting, laboratory testing and preparation and updates of draft report. Other services included geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements and third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events.

### County of Orange/On-Call Geotechnical and Materials Testing Services

Ninyo & Moore continues to be retained to provide on-call geotechnical and materials testing services during the various Orange County Public Works and Orange County Community Resources construction and reconstruction type projects located throughout Orange County, California. Our geotechnical and materials engineering personnel have worked closely with the Orange County Public Works Department staff in order to assist in them in ensuring that each project is constructed in accordance with the approved documents. Services have included: geotechnical consulting, materials testing, gamma-gamma logging, caltrans testing, roadway skid testing, roadway profilograph testing, deputy welding inspection, and laboratory testing services.



### City of Los Angeles On-Call Geotechnical and Environmental Services

Since 2013, Ninyo & Moore has been providing on-call services to the City of Los Angeles, Department of Public Works, Bureau of Engineering, Geotechnical Division to provide geotechnical and environmental engineering services. We are providing task order-based services on various public works projects throughout the city. Our scope of services includes preparing geotechnical data and investigation reports, as well as construction support services, including geotechnical observation and testing during construction utilizing our City of Los Angeles-certified Deputy Grading Inspectors.

# 3. Key Personnel

## Staffing Capabilities/Technical Competence

Ninyo & Moore recognizes that the success of a project will depend on staff capabilities and effective project management. Given that necessary technical talent and physical resources are committed to the project, good management becomes the most important item for successful completion of the proposed work. In addition, familiarity with our client's needs and requirements are critical in successfully performing our services to meet or exceed our client's expectations. In order to effectively accomplish our goal of successful completion of our services to our client's satisfaction, our project team will be led and coordinated by our Project Manager, Mr. Rajindra Handapangoda, with support from Principal-in-Charge Mr. Garreth Saiki, PE, GE, and Field Operations Manager Mr. Jared Recla who will also serve as our Dispatch/Emergency contact. Ninyo & Moore understands the City must approve changes to key personnel committed to work on the project subsequent to award of contract. Our proposed key personnel are presented below. Complete resumes including office location, education, and credentials are provided in Appendix A.



### Rajindra Handapangoda PE, GE | Project Manager

Mr. Handapangoda, will serve as Project Manager and will be responsible for planning, coordinating, and conducting the majority of the work requested by the City. He has over 17 years of experience with acquisition, documentation, and dissemination of data related to all phases of geotechnical investigations; assists with compiling and analyzing geotechnical data obtained from both field and office research; assists with technical tasks involving data compilation, calculations, analysis, and design for design projects and/or repair recommendations; coordinates and supervises subsurface drilling activities; conducts investigations of subsurface conditions including site reconnaissance, mapping and logging of exploratory borings; coordinates with support staff consisting of technical illustrators, field and laboratory technicians, and word processors; and prepares correspondence, permit requests, geotechnical reports and other documents. He also manages construction services projects for various sectors, including public works agencies,, public school Districts, college districts, transportation agencies, airports, and private sectors.



### Garreth Saiki, PE, GE | Principal-in Charge

Mr. Garreth Saiki, PE, GE, Principal Engineer, will serve as the Principal-in-Charge. As Principal in Charge, Mr. Saiki will be responsible to ensure that Mr. Handapangoda has all the resources necessary to complete task order work assigned to us and that our services meet or exceed our client's expectations. As a Principal Engineer with over 37 years experience, Mr. Saiki coordinates and conducts geotechnical evaluations for commercial, public facilities, and private buildings; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures. Mr. Saiki also provides project coordination and oversees scheduling of field activities, supervises field technicians and special inspectors, reviews project plans and specifications, and reviews laboratory test results for conformance with the project documents, including the Uniform Building Code (UBC), California Building Code (CBC), Federal Aviation Administration (FAA), State Department of Transportation (Caltrans), American Association of State Highway and Transportation Officials (AASHTO), and the Standard Specifications for Public Works Construction (Greenbook).



**Jay Recla | Field Operations Manager | Dispatch/Emergency Contact**

☎ 949.753.7070 X12259 | ✉ jrecla@ninyoandmoore.com

Mr. Recla provides quality control of the field technicians and inspection staff, training of new employees and training on new methods and policies. Mr. Recla has 27 years of experience and works closely with our field technicians and inspectors and is thoroughly knowledgeable regarding the standard test methods for all of the tests performed by a field technician and inspector including in-place density, maximum density-optimum moisture relationship, sieve analysis, concrete strength testing, steel reinforcement, concrete and masonry testing; and is thoroughly knowledgeable of special inspections required, including inspection of soils, reinforced concrete, prestressed concrete, and spray-applied fire-proofing, and additional applicable tests. He maintains proper and complete files of field and laboratory data, reports, letters, and other pertinent project data, as well as maintains communication with the Project Manager regarding all aspects of the field operations.



**Michael Putt, PG, CEG | Technical Advisor/Engineering Geology**

Mr. Putt is a California licensed Professional Geologist and Certified Engineering Geologist and has over 27 years of experience in engineering geology performing geologic and seismic hazard evaluations, design services, and construction consultations for a variety of large and small projects throughout southern California. He has extensive experience in rough grading for large-scale hillside residential developments in Orange, Riverside, San Bernardino, and Los Angeles Counties as well as experience in geotechnical evaluations for custom homes, residential in-fill projects, commercial and industrial development projects, and infrastructure projects throughout southern California. He supervises geologic staff, provides technical guidance, and authors and reviews geotechnical reports. He also designs geologic exploration programs for complex projects, supervises field exploration work, evaluates soil and rock samples, and analyzes geologic structural problems. Mr. Putt works on geologic and seismic hazard evaluations including assessment of fault rupture potential, probabilistic and deterministic seismic risk, and landslide hazards. He performs investigations of liquefaction, landslides and slope stability.



**Daniel Chu, PhD, PE, GE | Technical Advisor/Geotechnical Engineering**

Dr. Chu earned his Ph.D. in geotechnical engineering from the University of California at Los Angeles and is a licensed Civil and Geotechnical Engineer in California with over 40 years of experience. He has provided geotechnical engineering and third-party review services for city and county agencies for educational, municipal and commercial developments, roads, bridge structures, highways, reservoirs, water treatment plants, pump stations, pipelines, and tunnels. Dr. Chu is responsible for the quality of engineering, training of staff, and engineering assignments. He has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu provides technical oversight during our geotechnical evaluations, exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation. Dr. Chu will be responsible for seeing that Ninyo & Moore's geotechnical analyses are performed in accordance with the standard of care utilizing the appropriate geotechnical parameters for the site conditions. He checks the accuracy of our calculations and is also responsible to see that the geotechnical recommendations we develop are reasonable and practical. Dr. Chu will provide technical oversight for the geotechnical engineering aspects of this contracts.

## Professional Engineering Staff

Ninyo & Moore has a large staff of licensed engineers and geologists in our Fontana, Irvine, and Los Angeles offices available to support task order assignments, including multiple, concurrent assignments, from the County. The following table shows our professional staff's registrations and years of experience.

Professional Geotechnical Engineering/ Geologic Staff	Registrations/ Certifications	Total Years Exp	Years at Ninyo & Moore
Ronald Hallum, PG, CEG Principal Geologist	PG 4766 (California) CEG 1484 (California)	38	28
Scott M. Johnson, PG, CEG Principal Geologist	PG 6456 (California) CEG 2295 (California)	34	28
Soumitra Guha, PE, GE Principal Engineer	GE 2632 (California) PE 58967 (California)	32	21
Greg Corson, PE, CEG Principal Geologist	CEG 2310 (California) PG 7318 (California)	28	27
Matthew Harrell, PG, CEG Senior Geologist	CEG 2537 (California) PG 8412 (California)	23	6
Madan Chirumalla, PE, GE Principal Engineer	PE 74186 (California) GE 3047 (California)	18	12
Jennifer Schmidt, PG, CEG Senior Geologist	CEG 2649 (California) PG 9016 (California)	16	16
Bach Tien, PG Project Geologist	PG 9310 (California)	16	6
Julianne Padgett, PE Project Engineer	PE 84043 (California)	13	3
Franklin Ruiz, PE Project Engineer	PE 86496 (California)	12	12
Spencer Marcinek, PE, GE Senior Project Engineer	PE 82775 (California) GE 3127 (California)	11	9
Emily Homan, PG Project Geologist	PG 9882 (California)	6	6
Jonathan Levario, PG Project Geologist	PG 9879 (California)	12	1

### Staff Numbers Company-Wide



55

PROFESSIONAL/  
GEOTECHNICAL  
ENGINEERS



41

GEOLOGISTS/  
ENGINEERING  
GEOLOGISTS



67

ENVIRONMENTAL  
SPECIALISTS



240

FIELD  
TECHNICIANS/  
INSPECTORS

## Field Technicians and Inspectors

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications from the City of Los Angeles, American Concrete Institute (ACI), American Welding Society (AWS), Caltrans, State of California Division of the State Architect (DSA), International Code Council (ICC), Occupational Safety and Health Administration (OSHA), United States Department of Transportation (USDOT), as well as other regulatory agencies. Below is a sampling of our available field and laboratory technicians that are experienced at providing geotechnical soils and materials testing services and special inspection for construction projects.



Team Member	Role	Registrations/Certifications	Years Exp
Steven Eck	Senior Field Technician	ACI, ICC, LADBS, OSHA, USDOT HAZMat	43
Mohammad Haque	Senior Field Technician	ACI, ICC, LADBS, OSHA, USDOT HAZMat	32
Robert Ritter	Special Inspector	ACI, AWS, ICC	31
Lincoln Linn	Senior Field Technician	ACI, ICC, OSHA, USDOT HAZMat	31
Randy Engel	Senior Field Technician	ACI, BNSF, CALTRANS, USDOT HAZMat	29
Hector Heredia	Senior Lab Technician	ACI, AASHTO, CALTRANS	24
Vance Hunter	Senior Field Technician	ACI, CALTRANS, eRailSafe, OSHA, USDOT HAZMat	24
Steven Moudy	Senior Field Technician	ACI, USDOT HAZMat	23
Joe Levario	Senior Field Technician	ACI, BNSF, CALTRANS, eRailSafe, OSHA, USDOT HAZMat	19
James Dalgity	Laboratory Manager	ACI, CALTRANS, USDOT HAZMat	18
Matthew Puraty	Senior Field Technician	ACI, CALTRANS, OSHA, USDOT HAZMat	18
Matthew Jacobs	Senior Field Technician	ACI, ICC, LADBS, FRP, OSHA, USDOT HAZMat	17
Ryan Villasenor	Senior Field Technician	ACI, ICC, OSHA, TWIC, USDOT HAZMat	14
Steven Almond	Senior Field Technician	ACI, OSHA, USDOT HAZMat	13
Wilkins Cobian	Senior Field Technician	ACI, BNSF, CALTRANS, USDOT HAZMat	13
Paul Medina	Special Inspector	ACI, ICC, LADBS, OSHA, USDOT HAZMat	10
Jose Serano	Special Inspector	ACI, AWS, ICC, LADBS,	5
Kevin Perez	Special Inspector	ACI, AWS, CWI, ICC, OSHA, USDOT HAZMat	4
Alext Tolin	Field Technician	ACI, CALTRANS, USDOT HAZMat	4

# 4. Proposed Approach

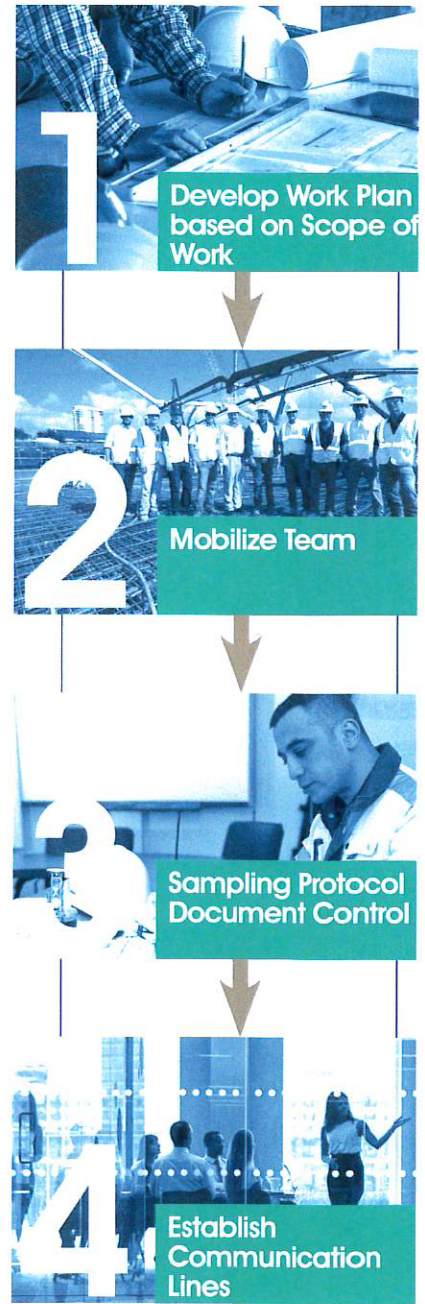
Our approach to on-call service contracts begins with the assignment of a highly qualified and experienced project manager with technical knowledge required for the contract. Our project manager will be the single point-of-contact for the City and will be responsible for contract administration and technical coordination of our staff to perform the required tasks on time and within budget. The overall contract budget and individual task assignment budgets are tracked and maintained and are reported to the client on a monthly basis. Individual task order assignments will be coordinated utilizing our highly experienced staff of licensed civil and geotechnical engineers, registered geologists, certified engineering geologists, environmental engineers and scientists, certified industrial hygienists, inspectors, and technicians.

**1 Develop Scope of Work** – The initial step in our approach is to meet with the City Project manager in order to get clear understanding of the project and our expected services. For the geotechnical investigation, we will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory test, as well as the type of analyses. We will evaluate various subsurface exploration methods to determine the most cost-effective approach to each project. Our reports will be performed in accordance with the City’s Building and Safety Code, the Excavation and Grading Code, the 2015 Engineering Design & Construction Standards, and the current California Building Code. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services. We will submit this plan to the City Project Manager for approval and will provide monthly updates to the City Project Manager as construction progresses.

**2 Project Personnel Utilization** – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional geotechnical engineers, civil engineers, and certified engineering geologists will be utilized for our geotechnical investigation. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel as-signed during construction. We will also review the contractor’s schedule in order to plan accordingly and anticipate the future inspections and testing requests.

**3 Sampling Protocol and Document Control** – We will next establish the sampling protocols required for the project, based on the project specifications and the requirements of the County Building Code, plans, specifications, and other governing regulations. Our document control system provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.

**4 Establish Communication Lines** – The next step in our approach is to establish the communication lines for the project, including the authorized City representative who will be requesting our services. We will also request the approved distribution list for our inspection reports, daily field re-ports, and laboratory conformance test results. On past projects, the client’s Project Managers have coordinated our services in the field and distributed our reports. On other past projects, we were scheduled by on-site client’s representative and distributed our reports to the approved distribution list. We will provide our services to meet the City’s needs. Often we will attend pre-construction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory conformance testing results. We will also provide the City representatives with our personnel’s smart phone numbers as well as e-mail addresses for communication during the project. We





#### 4. Proposed Approach

will also establish the communication lines between the City's Project Manager and Inspector, and the contractors' and sub-contractors' representatives.

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

**6 Perform Field and Laboratory Testing** – If necessary, and requested by the City, when construction commences, we can provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified. The results of our inspections and tests will be forwarded to the City's representatives at the end of each working day. Immediate notification will be provided via phone, e-mail, and/or fax if we find non-conformance in materials or workmanship. Our local laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the City of Los Angeles, Division of the State Architect (DSA), Metropolitan Transportation Authority (Metro), Caltrans, American Association of State Highway and Transportation Officials Materials Reference Laboratory (AASHTO resource, formerly, AMRL) and the Cement and Concrete Reference Laboratory (CCRL).

**7 Quality Assurance Review** – We understand the importance of reliability of our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California license engineer and includes review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California licensed engineer prior to submittal.

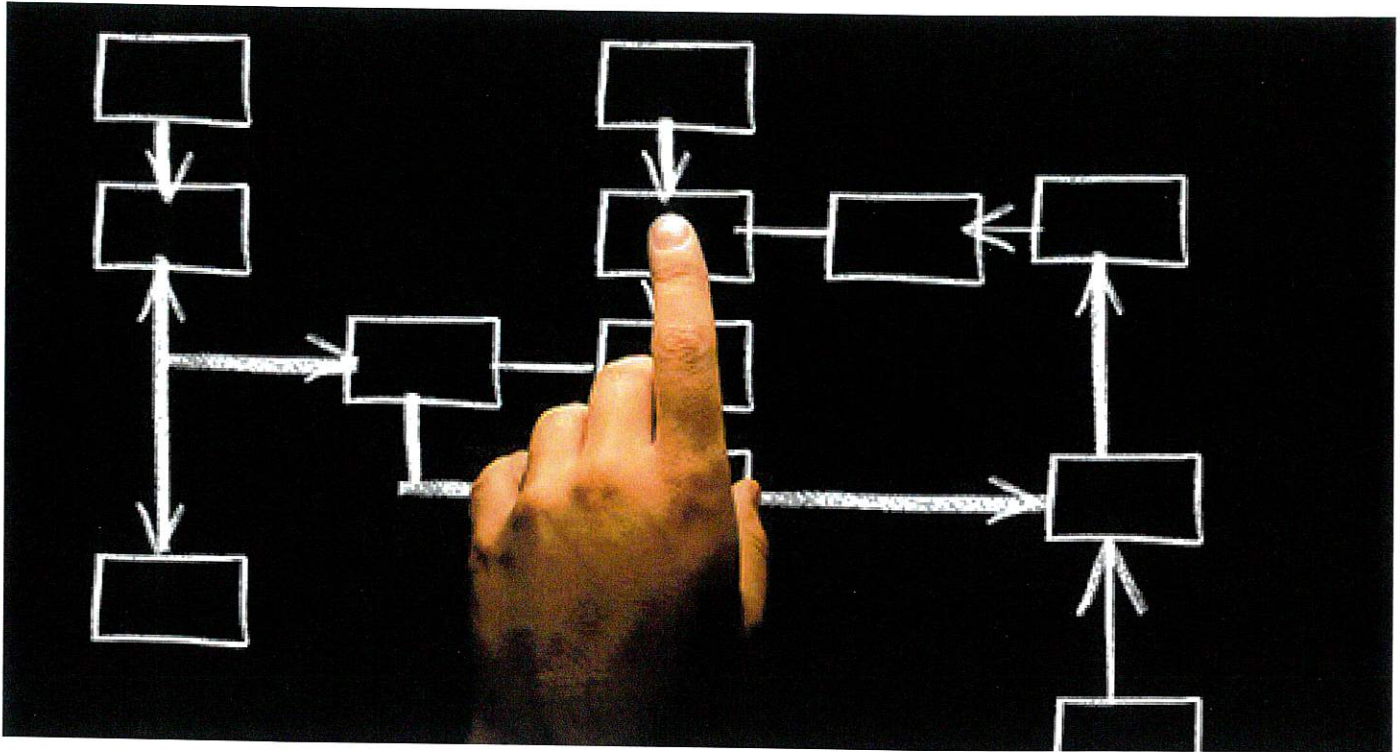
**8 Reports** – Written reports are required for project documentation. We will submit our written reports, including both our geotechnical investigation report and our written reports during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project close-out purposes.

**9 Project Close-Out** – The final step in our approach is the closing out of the project and providing the project documentation, as it relates to materials testing and inspection, to the City.



## 5. Subconsultants

Ninyo & Moore has personnel and equipment resources to provide the professional geotechnical engineering services including laboratory and engineering analysis required for this contract in-house, without the need of subconsultants. We will utilize a drilling sub-contractor for our field exploration program.



### Staffing Resources ↘

Our proposed staff for this contract very routinely works on multiple, concurrent assignments. As indicated in Section 2, several of our project examples involve projects and contracts that are currently ongoing at this time. These projects and contracts have been successfully executed as evidenced by the fact that Ninyo & Moore has remained on these contracts for multiple years. We are very adept at managing personnel, schedules, client interactions and budgets on multiple projects. In the event we need to supplement our local staff we mobilize resources from our other California offices. These additional resources are provided as though they are local resources; no travel-related or non-local charges are passed onto the City.

## 6. References

The following is a list of public agency contacts that can attest to the quality Ninyo & Moore's services and work product. For these agencies and client references, we are currently providing similar geotechnical engineering services during design and/or construction or have provided these services during the past five years.

### Mr. Rick Yee

City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886  
☎ (714) 961-7171  
✉ ryee@yorba-linda.org

### Mr. Jose Cortez

City of Anaheim  
200 S. Anaheim Blvd, Suite 276  
Anaheim, CA 92805  
☎ (714) 765-5039  
✉ jcortez@anaheim.net

### Mr. Tri Nguyen

City of Rancho Santa Margarita  
22112 El Paseo,  
Rancho Santa Margarita, CA 92688  
☎ (949) 635-1813  
✉ tnguyen@cityofrsm.org

### Mr. Patrick Schmidt

City of Los Angeles  
1149 S. Broadway, Suite 120  
Los Angeles, CA 90015  
☎ (213) 847-0535  
✉ patrick.schmidt@lacity.org

### Mr. Ryan Rose

County of Orange Public Works  
601 North Ross Street  
Santa Ana, CA 92701-5000  
☎ (714) 667-8876  
✉ Ryan.Rose@ocpw.ocgov.com

## 7. Compliance with City Insurance Requirements

Ninyo & Moore is not only financially stable and solvent, but is, in fact, profitable, growing, and without any debt. We have an been rated financially strong by Dun & Bradstreet (Number 15-410-4079) and our clients are well-protected by our high quality work, financial resources, and excellent insurance coverage. Ninyo & Moore is able to provide the coverages specified in the City's RFP.

Insurance Coverage		
Insurance Type	Amount	Carrier
Professional & Contractor's Pollution Liability	\$ 5 million/claim \$ 5 million aggregate	Evanston Insurance Company
General Liability	\$ 1 million/claim \$ 2 million aggregate	Travelers Insurance
Excess Liability	\$ 9 million	Travelers Insurance
Worker's 3Compensation	\$ 1 million	Travelers Insurance
Automobile	\$ 1 million	Travelers Insurance
Cyber Liability	\$ 1 million	Lloyds London - CYB
Aircraft and Commercial General Aviation Liability (Drone)	\$ 2 million	Global Aerospace / American Alternative Insurance

## 8. Exceptions and Deviations

Ninyo & Moore does not have any objections to the contract requirements as set forth in EXHIBIT B, "Sample Professional Services Agreement."



### Familiarity with Public Agencies

The Ninyo & Moore Contract Team has extensive knowledge of applicable standards, regulations, codes and guidelines pertaining to geotechnical services in California. All work is performed in accordance with applicable federal, state, and local statutes, regulations, standards and guidelines.

# 9. Proposal Acknowledgment Form



## EXHIBIT A

### PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 1 and 2, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

Garreth M. Saiki

Original Signature by Authorized  
Officer/Agent

Garreth Saiki, PE, GE

Type/Print Name of Signatory

Principal Engineer

Title

475 Goddard, Suite 200,  
Irvine, CA 92618

Consultant Mailing Address

Form of Business (mark one of the  
following):

Sole Proprietor/Individual

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is  
incorporated: California

33-0269828

Vendor's Tax ID Number (FEIN)

Ninyo & Moore Geotechnical and Environmental  
Sciences Consultants

Company Name

949.753.7070

Phone Number

949.753.7071

Fax Number

www.ninyoandmoore.com

Website Address

gsaiki@ninyoandmoore.com

E-mail Address

# Rajindra Handapangoda, PE, GE

## Project Manager



### EDUCATION

B.S., Civil & Environmental Engineering, 2005, University of California, Los Angeles

M.S., Geotechnical & Earthquake Engineering, 2006, University of California, Los Angeles

### REGISTRATIONS/

PE 73171 (California)

GE 2998 (California)

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As Project Manager, Mr. Rajindra Handapangoda, PE, GE, oversees and manages geotechnical and materials testing and deputy inspection services for various construction services projects including public works agencies, public school Districts, college districts, transportation agencies, airports, and private sectors. He provides project coordination and work scheduling, technical support including review of project plans and specifications, schedules, and distribution of test reports. He coordinates and schedules testing and inspection services of soils, aggregate bases, welding and bolting services, non-destructive examination of welds, fireproofing and firestopping application inspection and adhesion testing services, post-installed anchor installation inspection, load and/or torque testing of post-installed anchors including epoxy expansion anchors, and preparation of progress reports, concrete test data sheets, and field memoranda to documents items inspected.

### RELEVANT PROJECT EXPERIENCE

**City of Anaheim, On-Call Professional Consulting Services:** Served as Project Manager for several task orders providing geotechnical engineering design and materials testing and inspection services during construction of various capital improvement projects. Services included soil engineering, testing and inspection – soil engineering included preliminary site investigations for roadway and buildings, including foundation design, excavation and backfill, pavement design, and other geotechnical recommendations for the design or construction of City facilities.

**John Wayne Airport, On-Call Geotechnical Consulting, Materials Testing and Inspection Services:** Serving as Project Manager providing coordination and contract management for geotechnical engineering, materials testing, construction observation, and specialty inspections services for Capital Improvement Plan (CIP) projects at John Wayne Airport (JWA). CIP projects included the Paularino Gate Improvements, Southeast Airside Pavement Maintenance, Central Utility Plant Modular Office Building Installation, Terminal C Exterior Expansion Joint Cover Repair, Taxiways Delta and Echo Maintenance, Valet Parking Relocation, Terminals A and B Air Handler Unit Replacement, Terminal Roof Safety Railing Replacement, PCC Pavement Replacement at Taxiway Alpha, East Parking Zero Level Geophysical Survey, Taxi Lot Restroom project, P409 Airport Operations Center Remodel/Upgrades and other various geophysical projects.

**Orange County Transportation Authority, On-Call Soil and Materials Testing Services, Orange County, California:** Project Manager providing on-call soils and materials testing services for OCTA under our current Agreement. Services include geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities.

**Port of Long Beach, On-Call Geotechnical Professional Services, Long Beach, California:** Project Manager retained to provide Geotechnical Engineering Professional Services for development, expansion and/or improvements of general marine terminal, infrastructure, and other Port-related facilities on an on-call basis. Services included geotechnical investigations, seismic hazard reviews, engineering analysis and design, permitting support and construction support services, subsurface utility investigations, Ground Penetrating Radar (GPR) pavement investigations and design, and laboratory testing services.

# Garreth Saiki, PE, GE

## Principal Engineer



### EDUCATION

MBA, 1998, University of California Davis

M.S., Geotechnical Engineering, 1989, University of California Berkeley

B.S., Civil Engineering, 1987, University of California Berkeley

### REGISTRATIONS/

PE 49665 (California)

GE 2509 (California)

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

### RELEVANT PROJECT EXPERIENCE

**City of Anaheim, On-Call Professional Consulting Services:** Served as Principal Engineer for geotechnical engineering design and materials testing and inspection services during construction of various capital improvement projects. Services included soil engineering, testing and inspection – soil engineering included preliminary site investigations for roadway and buildings, including foundation design, excavation and backfill, pavement design, and other geotechnical recommendations for the design or construction of City facilities.

**City of Rancho Santa Margarita On-Call Geotechnical Consulting Services, Rancho Santa Margarita, California:** Principal Engineer retained for on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

**City of Newport Beach On-Call Geotechnical Engineering Services:** Principal Engineer for providing on-call geotechnical and materials testing for various capital improvement projects to support the City of Newport Beach work staff. Services include conducting geotechnical observation and field testing during various types of projects, observation and testing of street subgrade, aggregate base, asphaltic concrete (AC), Portland Cement Concrete (PCC) materials; perform compaction testing of various materials; preparing geotechnical engineering reports such as pavement design and final compaction reports, preparation of various geotechnical engineering studies such as slope stability analysis; and provide other geotechnical services.

**County of Orange, Geotechnical, Materials Testing and Inspection Services:** Served as Principal Engineer providing on-call geotechnical services including materials testing and inspection services during the various construction and reconstruction type projects located throughout Orange County, California. Mr. Saiki provided oversight to ensure that our services were performed in accordance with the approved documents. These projects included bridges, roadways and bike path projects.

**City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services:** Serving as Principal Engineer providing contract management for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Services include geotechnical design, evaluation, environmental hazardous materials evaluation, and geotechnical construction support services. These projects include fire stations, recreational facilities, community centers, and various street projects.



# Jay Recla

*Field Operations / Dispatch/Emergency Contact*



## CERTIFICATIONS

ACI Field Testing Technician  
Grade I

Radiation (Nuclear Gauge) User  
Safety

TWIC

FAA License, No. 4096119

As Field Operations Manager, Mr. Recla provides quality control of the field technicians and inspection staff, training of new employees and training on new methods and policies. Mr. Recla has 27 years of experience and works closely with our field technicians and inspectors and is thoroughly knowledgeable regarding the standard test methods for all of the tests performed by a field technician and inspector including in-place density, maximum density-optimum moisture relationship, sieve analysis, concrete strength testing, steel reinforcement, concrete and masonry testing, and is thoroughly knowledgeable of special inspections required, including inspection of soils, reinforced concrete, prestressed concrete, and spray-applied fire-proofing, and additional applicable tests. He also holds regular safety training tailgate meetings and maintains proper and complete files of field and laboratory data, reports, letters, and other pertinent project data, as well as maintains communication with the Project Manager regarding all aspects of the field operations..

## RELEVANT PROJECT EXPERIENCE

**City of Anaheim, On-Call Professional Consulting Services:** Served as Field Operations Manager retained for an on-call contract providing geotechnical engineering design and materials testing and inspection services during construction of various capital improvement projects. Services included soil engineering, testing and inspection – soil engineering included preliminary site investigations for roadway and buildings, including foundation design, excavation and backfill, pavement design, and other geotechnical recommendations for the design or construction of City facilities. .

**City of Santa Ana On-Call Geotechnical, Special Inspection and Materials Testing, Santa Ana, California:** Served as Field Operations Manager providing on-call geotechnical, special inspection and materials testing services to the City of Santa Ana for the Public Works Agency's Capital Improvement Program. Projects included street pavement, traffic signals, underground utilities, buildings and park improvements. The scope of work includes inspection and testing for construction involving grading, soils, base material, rein-forced concrete and masonry, asphalt concrete, structural steel, and painting.

**City of Long Beach On-Call Materials Testing and Inspection Services, Long Beach, California:** Field Operations Manager for on-call materials testing and inspection services contract for various Capital Improvement projects throughout the city of Long Beach. Services also include environmental sampling and testing of soil and water, including groundwater sampling and testing in accordance with Environmental Protection Agency standards.

**Port of Long Beach, On-Call Materials Testing and Inspection Services:** Served as Field Operations Manager for the on-call as-needed geotechnical engineering and materials testing and inspection services contract for various port projects. Projects consisted of demolition of existing facilities; new construction and improvements to intermodal rail yards; roadways; bridges; container terminal development; commercial office buildings; industrial buildings; fire stations; dredging; navigation improvements; utilities; grading and paving; fencing; and communication systems.

**Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California:** Serves as Field Operations Manager providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Testing services are being performed in general accordance with Caltrans Test Methods and requirements.

# Michael Putt, PG, CEG

*Principal Geologist*



Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

## EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

## REGISTRATIONS

PG 7581 (California)

CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

## PROFESSIONAL AFFILIATIONS

South Coast Geological Society

## RELEVANT PROJECT EXPERIENCE

**Stanton Sewer Condition Improvement, Stanton, California:** Served as Principal Geologist retained for a geotechnical evaluation for the City of Stanton Sewer Condition Improvement Project located in Stanton, California. The project included several locations within the City of Stanton where the existing eight-inch-diameter vitrified clay sanitary sewer pipelines were noted to be in various levels of distress, including offset pipe, broken pipe, and sags in the flow line elevation. Services included performing subsurface exploration at six of the locations where portions of the existing pipelines were replaced and/or rehabilitated by trenchless methods.

**County of Orange, Third-Party and Plan Review Services, Various, Orange County, California:** Served as Principal Geologist and Project Manager for the third-party geotechnical report and plan review services for reports and construction plans submitted to the County of Orange for new development projects within the Rancho Mission Viejo Area of Orange County, California. The projects included infrastructure improvements and new residential developments. Geologic hazards present in the Rancho Mission Viejo vicinity include landsliding, global and surficial slope stability, liquefaction and related hazards, and settlement.

**City of Rancho Santa Margarita Plan Review/On-Call Geotechnical Services, Rancho Santa Margarita, California:** Served as Project Manager for the on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

**City of Irvine, On-Call Geotechnical Consulting Services, Irvine, California:** Serving as Principal Geologist providing on-call geotechnical, materials testing and inspection services for the City of Irvine Public Works Department for various city projects located throughout the City of Irvine and Irvine Great Park. The majority of the projects were roadway rehabilitation and improvement projects, and various new grading and construction projects at the Great Park. The projects included both Caltrans and "Greenbook" specifications and test methods.

# Daniel Chu, PhD, PE, GE

Technical Advisor



## EDUCATION

Ph.D., Geotechnical Engineering,  
2006, University of California, Los  
Angeles

M.S., Geotechnical Engineering,  
1981, Utah State University

B.S., Civil Engineering, 1978,  
National Central University,  
Chungli, Taiwan

## REGISTRATIONS

RCE 37991 (California)

GE 2096 (California)

## PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers

California Geotechnical Engineers  
Association

As Technical Advisor and Chief Geotechnical Engineer for Ninyo & Moore, Dr. Chu is responsible for the quality of engineering, technical approach, training of staff, and engineering assignments for the Irvine office. Dr. Chu has extensive experience providing geotechnical engineering for reservoirs, water treatment plants, pump stations, pipelines, tunnels, bridge structures, highways, and commercial developments. Dr. Chu has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu has direct project involvement including evaluation of exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation.

## RELEVANT PROJECT EXPERIENCE

**Stanton Sewer Condition Improvement, Stanton, California:** Technical Advisor Provided oversight for a geotechnical evaluation for the City of Stanton Sewer Condition Improvement Project located in Stanton, California. The project included several locations within the City of Stanton where the existing eight-inch-diameter vitrified clay sanitary sewer pipelines were noted to be in various levels of distress, including offset pipe, broken pipe, and sags in the flow line elevation. Services included performing subsurface exploration at six of the locations where portions of the existing pipelines were replaced and/or rehabilitated by trenchless methods.

**Orange County Public Works/On-Call Geotechnical Consulting Services:** Served as Technical Advisor for on-call geotechnical services for various water projects located in Orange County. Services included providing channel improvements; evaluation of slope stability, liquefaction, settlement for evaluation related to liquefaction and loose/soft soils along the channel bottom for the Rossmoor Storm Channel Improvements and the Westminster Channel Improvements.

**City of Anaheim, On-Call Professional Services:** Serving as Chief Geotechnical Engineer providing technical input for geotechnical engineering design of various capital improvement projects. Services include soil engineering, testing and inspection – soil engineering includes preliminary site investigations for roadway and buildings, including foundation design, excavation and backfill, pavement design, and other geotechnical recommendations for the design or construction of City facilities.

**Orange County Sanitation District, On-Call Geotechnical and Environmental Consulting Services, Orange County, California:** Chief Geotechnical Engineer providing on-call geotechnical and environmental consulting services for design and construction of improvement projects developed by the Orange County Sanitation District.

**City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services:** Serving as Technical Advisor for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Services include geotechnical design, evaluation, environmental hazardous materials evaluation, and geotechnical construction support services. These projects include fire stations, recreational facilities, community centers, and various street projects.

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ON-CALL GEOTECHNICAL ENGINEERING SERVICES**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "Cesar Rangel", is positioned above a horizontal line.

**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	Tuesday, September 26, 2023
Deadline for Questions:	Thursday, October 19, 2023
Proposal Due Date:	<b>Thursday, October 26, 2023, at 4:00 p.m.</b>
Presentation/Interviews:	TBD (as necessary)

## **EXHIBIT “B”**

### **COMPENSATION**

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 210
Senior Engineer/Geologist/Environmental Scientist	\$ 200
Senior Project Engineer/Geologist/Environmental Scientist	\$ 195
Project Engineer/Geologist/Environmental Scientist	\$ 185
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 170
Staff Engineer/Geologist/Environmental Scientist	\$ 155
GIS Analyst	\$ 130
Technical Illustrator/CAD Operator	\$ 110

#### Field Staff

Certified Asbestos/Lead Technician	\$ 195
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 110
Technician	\$ 110

#### Administrative Staff

Information Specialist	\$ 90
Geotechnical/Environmental/Laboratory Assistant	\$ 95
Data Processor	\$ 75

### Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Petra Geosciences, Inc., a Corporation**, with its principal place of business at **3186 Airway Avenue, Suite K, Costa Mesa, CA 92707** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **On-Call Geotechnical Engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **On-Call Geotechnical Engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **On-Call Geotechnical Engineering Services** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On-Call Geotechnical Engineering** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 13, 2023 to June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Evan Price.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Christian Delgadillo, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** ("Total Compensation") for the entire term of the contract and shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) annually** without written approval of City's **Director of Public Works.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Petra Geosciences, Inc.  
3186 Airway Avenue, Suite K  
Costa Mesa, CA 92707  
Attn: **Evan Price**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.



Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants**. City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns**. This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer**. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions**. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification**. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

PETRA GEOSCIENCES, INC.

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Siamak Jafroudi  
President

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_  
Andy Jafroudi  
Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

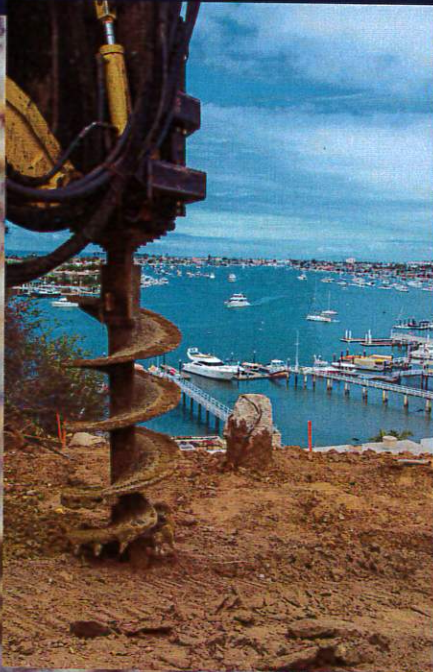
**EXHIBIT "A"**  
**SCOPE OF SERVICES**

10.26.2023



# PROPOSAL FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES

CITY OF STANTON  
Public Works & Engineering Department



Submitted by  
**Petra Geosciences, Inc.**  
3186 Airway Avenue  
Suite K | Costa Mesa, CA 92626

**SOLID AS A ROCK**





October 26, 2023

CITY OF STANTON  
7800 Katella Avenue  
Stanton, CA 90680

**Attention:** Mr. Cesar Rangel, P.E., Public Works Director/City Engineer

**Subject:** Proposal for On-Call Geotechnical Engineering Services, City of Stanton, California

**Reference:** City of Stanton, Request for Proposals (RFP): On-Call Geotechnical Engineering Services dated September 26, 2023

Dear Mr. Rangel:

**Petra Geosciences, Inc. (Petra)** is presenting our Proposal to the City of Stanton (City) for providing on-call geotechnical engineering services. Based on our thorough review of the Request for Proposal (RFP) and Addendums No. 1 & 2, it is understood that the City intends to select qualified consultants for a \$150,000 contract of an anticipated period of 3 years. Based on our review of the RFP, addendums No. 1 & 2, and our previous experience providing geotechnical services with multiple similar municipal agencies, we anticipate the scope of services to be performed under the terms of this contract in support of the City, possibly on an emergency basis, are to include (but not be limited to) geotechnical investigations, design services, analysis, and reports; pavement evaluation and design for Capital Improvement Projects (CIP); materials testing, including batch plant inspections, quality assurance testing, laboratory testing of soils for City projects; and third party review of geotechnical reports and grading and foundation plans. This Proposal shall remain valid for 365 days. Our firm, through the combined predecessor companies, Earth Research Associates, Inc. and Petra Geotechnical, Inc., has over 48 years of experience in providing similar services to many public agencies in Southern California counties. In reviewing the RFP, we could not help but draw a parallel between the project requirements and our experience and track record, as provided below in a brief table of qualifications.

*The following provides information related to our firm and the services to which this proposal pertains:*

**Firm's Legal Corporate Entity:**

Petra Geosciences, Inc., a California Corporation

**Federal Employer Identification (FEI) Number:**

33-0277824

**California Department of Industrial Relations (DIR):**

1000032641

**Small Business Certification (SBE):**

California DGS 2017684

**Contact for Contracts/Agreements:**

Siamak Jafroudi, Ph.D.: President / Principal-in-Charge  
Phone: (714) 549-8921; Email: sjafroudi@petra-inc.com

**Contact for Project/Task Order Coordination:**

Evan Price, CEG: Sr. Associate Geologist/Proj. Manager  
Phone: (949) 633-7765; Email: EPrice@petra-inc.com

**Servicing Office Location:**

3186 Airway Avenue, Suite K, Costa Mesa, CA 92626  
Phone: (714) 549-8921; Fax (714) 751-0108

**Firm Headquarters Address:**

3186 Airway Avenue, Suite K, Costa Mesa, CA 92626

**Website:**

www.petra-inc.com

**Laboratory Certifications:**

AASHTO, CalTrans, DSA,  
City of Los Angeles Dept of Building and Safety





REQUIREMENT	QUALIFICATION
<p>Perform geotechnical consulting services for the projects in a comprehensive and thorough manner on behalf of the City.</p>	<p>Based on many years of local experience, we have become familiar with the variable geologic conditions that characterize our service area. Our ability to develop creative and cost-effective solutions to geotechnical constraints during the construction phases has established our firm as an industry leader in our area of practice.</p>
<p>Experience in providing geotechnical consulting services for public works construction projects (i.e., bridges, parks, pools, bike paths, roadways, pipelines, etc.).</p>	<p>Some of our current and previous local public agency clients for whom we have completed geotechnical consulting services for construction projects include:</p> <ul style="list-style-type: none"> <li>▪ County of Los Angeles, Coachella Valley Association of Governments.</li> <li>▪ Cities of Mission Viejo, Buena Park, Anaheim, Fountain Valley, San Juan Capistrano, Costa Mesa, Yucaipa, Cathedral City, Glendora, San Diego, La Habra Heights, Azusa, Temecula, Indio, Eastvale, and Santa Clarita.</li> <li>▪ Water Districts of Moulton Niguel, Santa Margarita, Yorba Linda, Irvine Ranch, Capistrano Valley, Elsinore Valley Metropolitan, Coachella Valley, and Mission Springs.</li> </ul>
<p>Geotechnical laboratory testing.</p>	<p>Petra maintains a dedicated in-house, full-service geotechnical testing laboratory in Corona. The laboratory is accredited by CalTrans, the City of Los Angeles Department of Building and Safety, and AASHTO under their Materials Reference Laboratory (AMRL) resource program for conducting testing under various ASTM test methods.</p>
<p>Geotechnical observation and materials testing services.</p>	<p>Petra will provide field personnel and equipment necessary to observe the placement and test compaction of subgrade, base, asphalt paving, and concrete materials as required by the project specifications. A trained technician will perform all testing using a pre-calibrated CPN International, Inc. nuclear moisture/density testing device.</p>
<p>Experience in providing geotechnical review and plan check services for private and public works construction projects.</p>	<p>Some of our current and previous local public agency clients where we have completed peer review services for construction projects include:</p> <p>Cities of Mission Viejo (since 1992), Buena Park (since 1997), Azusa, Glendora, San Juan Capistrano</p>

All information submitted within this proposal is true and correct. We would consider it a privilege to be of service to the City of Stanton under this Proposal. If you have any questions about the information provided herein or would like to know more about our firm, please do not hesitate to contact the undersigned at 657.269.4966 or by email at [sjafroudi@petra-inc.com](mailto:sjafroudi@petra-inc.com).

Respectfully Submitted,

PETRA GEOSCIENCES, INC.



Siamak Jafroudi, Ph.D., GE  
 President

## 2. FIRM STRUCTURE AND HISTORY

### Company History

Petra Geosciences, Inc. (Petra), through the combined predecessor companies, Earth Research Associates, Inc. and Petra Geotechnical, Inc., has over 48 years of experience in providing similar services to a large number of public agencies and private sector clients located in the Southern California counties served by our offices. Petra and its predecessor companies, Petra Geotechnical, Inc. and Earth Research Associates, Inc., were established in 1988 and 1975, respectively, and as of 2014, as Petra Geosciences, Inc., based on the experience, name recognition and financial fortitude of its founder, Allen Bell, CEG. The current owner, Siamak Jafroudi, PhD, GE, took control of the firm's affair since year 2000 after more than 20 years of experience in the industry and more than 12 years of employment with Petra.

### Firm Profile

Petra Geosciences is a California Corporation with a workforce that currently consists of 42 employees, an interdisciplinary group of professionals including licensed geotechnical engineers, engineering geologists, technicians, draftsmen, and administrative support staff.

Our track record of delivering geotechnical services on-time and within budget has become our trademark. In addition, as a result of our extensive local experience, we have become intimately familiar with the unique geologic conditions that characterize our service area. Our ability to develop and implement creative and cost-effective solutions to geotechnical constraints throughout the planning, design, and construction project phases has established our firm as an industry leader in our area of practice.

### Financial Stability

While Petra follows a strict protocol for its financial transparency, it should be mentioned that during the years of operation, Petra had to go through many peaks and valleys of the economy as they were related to the construction industry. Providing continuous and uninterrupted services during the recessionary periods of the last 4+ decades, is a testimony to Petra's sound approach and financial stability during these financially turbulent periods. Another testimony to our financial stability is our continuous coverage for Professional Liability insurance. In our industry, providing Error & Omission insurance coverage is essential for longevity of any firm. This insurance is both expensive and difficult to secure. Petra has been successful in securing such coverage from excellent rating insurance companies throughout its operation.

## Firm Organization

Our current geographical focus is primarily the Southern California region. To serve our clients efficiently, we have strategically positioned our current office locations within, or no further than, approximately 45 minutes from areas of major development. We have five offices serving the counties of Orange, Los Angeles, western Riverside, San Diego, and the Desert Region. Our Orange County location houses our corporate office. Our President and Principal-in-Charge (Dr. Siamak Jafroudi, GE) provides senior-level geotechnical engineering review and handles all contractual matters. Contact information for our corporate principals and managers at each of our regional offices is provided below.

### OFFICE LOCATIONS AND CONTACTS:

#### ORANGE COUNTY OFFICE (CORPORATE & SERVICING OFFICE FOR THIS CONTRACT)

3186 Airway Avenue, Suite K, Costa Mesa, California 92626

[Evan Price, PG, CEG](#)

D: 657.269.4974, M: 949.633.7765, Email: [eprice@petra-inc.com](mailto:eprice@petra-inc.com)

#### LOS ANGELES COUNTY OFFICE

6303 Owensmouth Avenue, 10<sup>th</sup> Floor #1097, Los Angeles, California 91367

[Theodore Wolfe, PG, CEG](#)

D: 661.425.9414, M: 714.423.2784, Email: [twolfe@petra-inc.com](mailto:twolfe@petra-inc.com)

#### WESTERN RIVERSIDE COUNTY OFFICE

40880 County Center Drive, Suite M, Temecula, California 92591

[Douglas Johnston, PG, CEG](#)

D: 951.253.4453, M: 951.538.4640, E-mail: [djohnston@petra-inc.com](mailto:djohnston@petra-inc.com)

#### DESERT REGION OFFICE

42-240 Green Way, Suite E, Palm Desert, California 92211

[Alan Pace, PG, CEG](#)

D: 760.340.5303, M: 760.250.9747, Email: [apace@petra-inc.com](mailto:apace@petra-inc.com)

#### SAN DIEGO COUNTY OFFICE

500 La Terraza Blvd., Suite 150, Escondido, California 92025

[Jim Larwood, PG, CEG](#)

D: 951-253-4458, M: 858-649-3707, Email: [JLarwood@petra-inc.com](mailto:JLarwood@petra-inc.com)

# ORGANIZATIONAL CHART



**EVAN PRICE, CEG**  
LEAD PROJECT MANAGER /  
DIVISION MANAGER

**SIAMAK JAFROUDI, PhD**  
PRESIDENT / PRINCIPAL-IN-CHARGE

**JONATHAN CAIN**  
HEALTH AND SAFETY MANAGER

## GEOLOGICAL SERVICES

**Evan Price, CEG**  
Technical Lead

**Darrel Roberts, CEG**  
Geological Oversight

**Kurtis Morenz**  
Senior Staff Geologist

## GEOTECHNICAL ENGINEERING SERVICES

**J. Montgomery Schultz, GE**  
Technical Lead

**Siamak Jafroudi, PhD, GE**  
Geotechnical Engineering Oversight

## ADMINISTRATIVE SUPPORT STAFF

**Lori Vaccaro**  
Word Processing Services

**Stacey Begay**  
Drafting Services

## FIELD SERVICES

**Sue Morrow**  
Field Supervisor

**Abdullah Miskinyar**  
Senior Field Technician

**Keely Moore**  
Senior Field Technician

**Saedi Ebrahimi**  
Field Technician

## LABORATORY SERVICES

**Duane Irwin**  
Laboratory Manager

**Sepi Jafroudi**  
Senior Lab Technician



www.LADBS.org

**TESTING AGENCY CERTIFICATE OF APPROVAL**

Department Of Building & Safety  
Material Control Section  
221 N. Figueroa , 7th Floor  
Los Angeles, CA 90012  
Tel. (213) 482-0315  
eMail:ladbs\_materialscontrol@lacity.org

Petra Geosciences, Inc.  
Siamak Jafroudi  
3186 Airway Avenue, Suite K  
Costa Mesa, CA 92626

Shop Location

1251 W. Pomona Road #103  
Corona, CA 92882

Approval No: TA24860  
Branch No: N/A  
Expiration Date: 6/1/2021  
Approval Type: Soil Testing



LA Department of Building and Safety  
LA DAVI 111003209 6/3/2020 10:56:37 AM

GEN APPROV & TEST	\$865.00
SYSTEMS DEV SURCH	\$51.90
DEV SERV CENTER SURCH	\$25.95

Sub Total: \$942.85

Receipt #: 0111177694

You are hereby notified that your certificate of approval is valid until the expiration date shown above under the provisions of the City Of Los Angeles Municipal Code, section 98.0503 and Information Bulletin P/GI 2014-28 (Part II).

Lisa Yancey  
Principal Inspector  
Materials Control Section  
(213) 482-7097



LA Department of Building and Safety  
LA DAVI 111003209 6/3/2020 10:56:37 AM

Receipt #: 0111177694 \$942.85

Total: \$942.85

Check \$942.85

### 3. KEY PERSONNEL

All tasks associated with providing the services described in the referenced RFP would be allocated to California-licensed Engineering Geologists and Geotechnical Engineers at our Orange County office. Additional support would be provided as needed by our geotechnical laboratory located in Corona. In addition, our Senior Engineering Technician staff would provide construction support services (including field observation and compaction testing). The key personnel that would be assigned to the City's projects are listed below with their relevant experience, professional certifications, licenses, and education. Our primary goal is to provide geotechnical support services that culminate in designing and constructing reliable infrastructure components that meet or exceed the performance expectations over their serviceable life span. Therefore, this section includes resumes and certifications detailing academic credentials, professional licenses, and certification documents for key staff.

Drawing from our years of experience providing geotechnical consulting services to various public sector clients, we have formed specialized teams of professionals that focus on addressing specific project issues within their particular areas of expertise. Our team, through close internal coordination and communication with the client's design team, has consistently enabled our firm to provide state-of-practice services with very short response times. The following table summarizes the qualifications and credentials for each of the professionals that would serve the City for this contract, followed by resumes of Key Personnel.

## KEY PERSONNEL/CREDENTIALS/CONTRACT ROLES

Name	Professional Licenses	Contract Role/ Staff Position Level Duties	Years of Experience	Tenure with Firm	Education
<b>Executives</b>					
Siamak Jafroudi, GE	PE 36641 GE 2024	Role: President, Principal-in-Charge Duties: Ensure Resources Available to Project Managers, Geotechnical Engineering Oversight	48	32	Ph.D., Geotechnical Engineering, University of California Davis (1983)
Darrel Roberts, CEG	PG 5876 CEG 1972	Role: Principal Geologist Duties: Geological and Contract Oversight	43	34	B.A., Geology, California State University, Chico (1977)
<b>Managers</b>					
Evan Price, CEG	PG 8861 CEG 2589	Role: Lead Project Manager, Local Office Manager, Senior Associate Geologist Duties: Day-to-Day Point of Contact for Task Orders, Oversee Task Order Execution, Technical Lead for Geological Services	18	7	B.S., Geology, University California, Santa Barbara (2005)
J. Montgomery (Monty) Schultz, GE	PE 2941 GE 61144	Role: Alternate Project Manager, Technical Director Duties: Technical Lead for Geotechnical Engineering Services, Quality Control / Quality Assurance Manager	27	15	B.S., Engineering, Walla Walla College, WA (1996)
<b>Other Technical/ Professional Staff</b>					
Kurtis Morenz		Role: Senior Staff Geologist Duties: Geological Services	9	6	B.S., Geology, Cal Poly Pomona (2013)
Sam Simpson		Role: Staff Geologist Duties: Geological Field Services	2	1	B.S. Earth Sciences, California State, Fullerton (2021)
<b>Field Technician Staff</b>					
Sue Morrow		Role: Dispatcher, Supervising Field Technician	35	24	A.A., Business Administration, Orange Coast College (1981)
Abdulah Miskinyar		Role: Senior Field Technician Duties: Field Services	41	31	
Keely Moore		Role: Senior Field Technician Duties: Field Services	44	25	
<b>Laboratory Services</b>					
Duane Irwin	ACI ABTT CalTrans	Role: Lab Supervisor Duties: Laboratory Services and Lab Records Management	22	2	
Sepi Jafroudi	ACI ABTT CalTrans	Role: Senior Lab Technician Duties: Laboratory Services and Lab Records Management	10	7	

## Full Resumes of Key Staff

### Evan Price, CEG

Lead Project Manager/  
 Senior Associate Geologist



Mr. Evan Price, CEG, is a licensed Engineering Geologist with more than 18 years of experience in a wide variety of engineering geology projects ranging from municipal developments and infrastructure, multi-tract residential developments, commercial and industrial facilities, water infrastructure and resources, and transportation. This range of projects includes experience in grading, landslide buttresses, subsurface drainage systems, production groundwater well installation, ground modification techniques, shoring systems, tie-back anchors,

soil nail walls, drilled foundations, driven pile foundations, stone column soil improvements, micropile foundations, tunneling techniques, slope repair, compaction testing, forensic studies, resistivity testing, percolation testing, and as-graded geologic evaluation/mapping.

*Education:*

B.S., Geological Sciences, University of California, Santa Barbara, 2005



*Professional Qualifications:*

Certified Engineering Geologist | 2589 (CA)  
 Registered Professional Geologist | 8861 (CA)  
 CFR 1910.120 OSHA 40-Hour Training

*Years of Experience: 18 Years*

#### *Selected Project Experience*

- ***Parkway Basin Water Quality Improvement Project, County of Los Angeles Public Works Department, Los Angeles, CA*** – Project Manager and geologist for a construction infiltration study of newly constructed Low Impact Development (LID) features over 18 months. The LID features were flooded to simulate real-life storm events, and actual as-built percolation rates were recorded. No other "proof of concept testing" of these LID features has been performed. As such, the study drew great interest and oversight from different departments within the County and other regulatory agencies. The results of our research provided significant input into the design and maintenance of future LID features. The project was completed on time under the lump sum budget.
- ***Cochran Adams Relief Sewer Project, City of Los Angeles Department of Public Works, Los Angeles, CA*** – Project Manager and Geologist involved in the geotechnical exploration for the installation of a new sewer force main constructed utilizing micro-tunneling techniques. A subsurface exploration consisted of the drilling and logging of 2 bucket auger borings along the alignment to investigate subsurface conditions and assess the presence of any oversized materials that may affect the proposed construction. A draft and final data report were prepared to develop recommendations for the design and construction of the project.
- ***Asilomar Boulevard Landslide Mitigation Project, City of Los Angeles Department of Public Works, Pacific Palisades, CA.*** - Field Geologist for the geotechnical evaluation and stabilization of the Asilomar Boulevard Landslide. The project consisted of geologic mapping of the failure, downhole logging, drilling of hollow-stem borings, and installing and monitoring instrumentation array, including survey monuments, slope inclinometers along the perimeter and within the Landslide to monitor landslide movements, and monitoring wells to monitor subsurface water. The project involved daily to weekly monitoring of an array of inclinometers and monitoring wells during the design phase to protect in place the City of Los Angeles fire access road and adjacent residential developments. Project involved daily analysis and weekly reporting of current and changing conditions to city officials.



- **Manhattan Well Field Deep Production Well Installation, LADWP, Los Angeles, CA** – Project Geologist involved in the design and installation of four new groundwater supply wells and nested monitoring well up to 1,640 deep and two additional pilot boreholes within the Central Groundwater Basin for the City of Los Angeles Department of Water and Power's (LADWP) Manhattan Well Field. Field activities consisted of mud rotary drilling of the pilot boreholes, the reaming of the production and monitoring wells, and the installation and development of the production or monitoring wells, including geologic observations and documentation, logging and sampling of soils, and the collection of groundwater samples from Simulprobes and zone tests for analytical testing.
- **AES Huntington Beach Energy Project, Kiewit Power Constructors, Huntington Beach, CA** - Project Manager and Geologist for a baseline geotechnical evaluation for new natural gas-fired, combined cycle, air-cooled electrical generators and associated improvements that would be constructed within the existing plant property. The project involved providing geotechnical consulting services, including mud rotary borings up to 120 feet deep and Cone Penetrometer Tests to evaluate subsurface conditions at the site to develop recommendations for the design and construction of the generation station and to help mitigate geologic and seismic hazards, which included high groundwater and near-surface soft compressible clays over liquefiable sands prone to lateral spread.
- **Five Coves and Lincoln Basin Bypass Pipeline Project - Orange County Water District, Anaheim, CA** – Field Geologist for the Geotechnical Investigation to support the design and construction of a new conveyance and distribution system along the westerly bank of Upper and Lower Five Coves Basins and Lincoln Basin. The plan included approximately 4,300 linear feet of 66-inch diameter pipeline, three turnout structures, and two drain structures. The investigation included the drilling and logging of ten borings and 24 test pits. In addition, the project involved providing geotechnical consulting services to evaluate subsurface conditions at the site to develop recommendations for the design and construction of the proposed project.
- **El Rodeo K-8 School Fault Hazard Studies, BHUSD, Beverly Hills, CA** - Project Geologist for several fault studies at the El Rodeo K-8 School campus. Our explorations consisted of an extensive program of continuous core borings on the campus and within Wilshire Boulevard. Drilling operations were conducted at night (9 PM to 5 AM) to limit the disruption to school activities and congested traffic along heavily traveled Wilshire Boulevard and required extensive traffic control and permitting. In addition, fault trench excavations were explored along structural fault projections from offsite faults inferred by academia and private consultants. The report was reviewed and commented on by the California Geological Survey (CGS) meeting with final approval by CGS in February 2016.

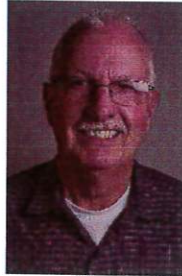
**Darrel Roberts, CEG**

Principal Geologist

*Education:***B.A. Geology, Cal State Chico, 1977***Professional Qualifications:*

Certified Engineering Geologist | 1972 (CA)

Registered Professional Geologist | 5876 (CA)

*Years of Experience: 45 Years*

Darrel Roberts started his professional career in engineering geology in 1977. During that time, he has had extensive hands-on experience conducting design-phase field investigations and providing geotechnical observation and oversight during major earthwork operations for various projects in the housing, transportation, entertainment, recreation, and public infrastructure sectors. As the Branch Manager for Petra's Orange County office, Darrel is also responsible

for providing technical oversight and financial management for all projects within that office's service area. In addition, he has been the principal geologist in charge of the third-party review and public works projects for the City of Mission Viejo since 1996.

*Selected Project Experience*

- **On-Call Geotechnical Services, City of Mission Viejo Departments of Public Works and Engineering, Mission Viejo, CA** – Primary contact with the City of Mission Viejo from 1996 through 2019. Darrel performed 3rd-party review service for the City and has overseen geotechnical services for the City's Capital Improvement Roadway Projects and annual pavement rehabilitation for arterial and residential streets and utility infrastructure upgrades. He has performed geotechnical investigations/evaluations of City slopes, landslides, and creek rehabilitation and provides the primary third-party review of geotechnical reports submitted to the City for permitting purposes. Darrel was the project geologist for the emergency investigation/repair of a landslide that temporarily closed El Toro Road, Mission Viejo. 24-hour/day investigation and remedial grading were performed until this road was repaired and returned to service.
- **City of Los Angeles c/o Parsons Transportation Group** - First Street Bridge Widening and Improvements: Widening and upgrading construction improvements of 1800 linear feet of the bridge spanning the Los Angeles river channel and multiple railroad lines. Principal geologist oversight of field investigation and technical review.
- **Robert Bein, William Frost & Assoc.** – Widening Crown Valley Parkway On-Ramp to Northbound I-5-Mission Viejo - Widening single lane on-ramp to a double lane and realigned the radius of the on-ramp curve. Principal geologist oversight of field investigation and technical review.
- **City Street Construction** - Preliminary geotechnical investigation, grading plan review, and observation and testing during grading/construction. Street of the Golden Lantern (4 miles in Laguna Niguel) and Alicia Parkway (3/4 miles in Laguna Niguel).

**Siamak Jafroudi, Ph.D., GE**  
President/Principal-in-Charge  
Sr. Principal Engineer



*Education:*

Ph.D., Geotechnical Engineering, UC Davis, 1983

M.S., Civil Engineering, U.C. Davis, 1978

M.S., Civil Engineering, U.T., 1973

*Professional Qualifications:*

Registered Geotechnical Engineer | 2024 (CA)

Professional Civil Engineer | 36641 (CA)

Diplomate of the Academy of Geo-Professionals

CFR 1910.120 OSHA 40-Hour Training

*Years of Experience: 47 Years*



Dr. Jafroudi started his professional practice in geotechnical engineering in 1973. His area of specialization is material characterization related to slope stability, liquefaction analysis, pavement design, earthquake engineering, and earth-retaining structures. In addition, Siamak's experience includes designing and supervising a multitude of field exploration programs and soil mechanics laboratory tests. His broad range of expertise has benefitted countless projects for which he has served as a Senior Principal Engineer. Key clients have included school districts, colleges, universities, public and private transportation agencies, commercial and

residential developers, and other private sector clients.

In the rapidly evolving field of geotechnical engineering, the practicing professional must remain up-to-date concerning current industry standards and the local regulatory environment. For this reason, Siamak's philosophy is centered on continued professional education and active participation in peer organizations.

*Selected Project Experience*

- **First Street Viaduct Widening over the Los Angeles River, City of Los Angeles, CA.** Provided geotechnical services for improvements to an existing historic bridge over the Los Angeles River. The bridge, originally constructed in the 1920s, spans the Los Angeles river channel and multiple railroad lines (SCARRA, AMTRAK, METRO, UP, BNSF). Designed pile foundations that could work with the variability's of the local geology by adjusting the design to each specific location as construction progressed. Prepared and implemented an extensive pile load testing program.
- **Geotechnical Investigation and Construction Monitoring, Allen-McColloch Parallel Pipeline, Yorba Linda, CA.** Siamak provided oversight and acted as lead technical reviewer review during the preparation of a finite difference analysis for the main Metropolitan Water District pipeline and a connector line where it exits the foothills of the Santa Ana Mountains in the City of Yorba Linda.
- **Crown Valley Parkway Widening, City of Mission Viejo, CA.** Siamak was the lead engineer in multiple phases of Crown Valley Parkway widening from Interstate 5 to Ladera Ranch. His responsibilities included evaluating soil conditions along the freeway ramp alignment, monitoring the adjacent commercial properties, retaining wall and graded slope design, construction monitoring during the installation of deep utilities, and evaluating structural pavement sections for future traffic volumes.

## J. Montgomery (Monty) Schultz, GE

Technical Lead Geotechnical Engineering/  
Senior Associate Engineer



*Education:*

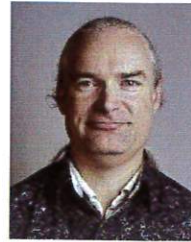
B.S., Engineering, Walla Walla College, WA 1996

*Professional Qualifications:*

Registered Geotechnical Engineer | 2941 (CA)

Professional Civil Engineer | 61144 (CA)

*Years of Experience:* 26 Years



Mr. Monty Schultz's experience since 1996 within the field of civil engineering has been concentrated on heavy civil construction projects. He has extensive experience with deep below-ground construction for dams, bridges, schools, and large grading projects. His specialties include the design of deep foundation systems, ground improvement, assessment of liquefaction potential, and site-

specific seismic ground motion analysis. His creative approach to mitigating geotechnical constraints, knowledge of current standards of practice, and familiarity with the local regulatory environment have been instrumental to Petra's success in large-scale public and private sector projects.

### *Selected Project Experience*

- ***First Street Viaduct Widening over the Los Angeles River, City of Los Angeles (2008 – 2012).*** Provided geotechnical services for improvements to an existing historic bridge over the Los Angeles River. The bridge, originally constructed in the 1920s, spans the Los Angeles river channel and multiple railroad lines (SCARRA, AMTRAK, METRO, UP, BNSF). Designed pile foundations that could work with the variability's of the local geology by adjusting the design to each specific location as construction progressed. Prepared and implemented an extensive pile load testing program.
- ***Third-Party Review, Cities of Mission Viejo and Buena Park, CA.*** Monty has acted as the primary third-party geotechnical reviewer for numerous permit applicant submittals to Mission Viejo and Buena Park cities.
- ***CV Link Transportation Pathway – Alta Planning, Coachella Valley Associated Governments (CVAG) (2015 – Present).*** Lead geotechnical engineer for designing and constructing a 50-mile bicycle and NEV transportation pathway through the Coachella Valley. Several new iconic bridges are planned for strategic locations and evaluated for approximately 20 bridge locations for the feasibility of new bridges.
- ***Mariposa Avenue Bridge – Mockingbird Canyon, Riverside County for RCTLMA and KB Home (2008).*** Mariposa Bridge is a four-lane cast-in-place concrete bridge spanning about 120 feet over the confluence of two stream channels, which imposed severe scour limitations and riparian protection issues. Provided recommendations for the bridge foundations to withstand severe liquefaction and deep scour. He has performed full-time observation and testing of the deep soil mixing ground improvements.

## 4. PROPOSED APPROACH TO SCOPE OF WORK

### Technical Approach and Tools

The success of any capital improvement project is ultimately determined by the competency of the design team and the ability of the individual members to function as a cohesive unit throughout the design and construction project phases. We believe that each member of the consultant team is responsible for executing their work in accordance with the most up-to-date regulatory guidelines and current standards of practice in their particular area of expertise. And now more than ever, the consultant is tasked with maintaining the highest level of technical competence in an environment that is often constrained by Spartan budgets and tight project schedules. The ability to adapt to these conditions and remain a leader in our industry has been the cornerstone of Petra's success.

Petra technical staff maintain a high level of technologic expertise with state-of-the-practice training and technologic tools, many of times beyond what is the current industry standard. Some examples of the tools currently utilized for our clients is software such as Bluebeam, AutoCAD, GIS, gINT, LPile, Allpile, Slide, LiquefyPro, gStable, CpeT-IT and CLiq, DigiTilt, Thor, SLOPE/W, and other programs used for geotechnical analysis. Our field staff utilize tablets to provide near instantaneous delivery of project dailies and memos, as well as remote access to project files located on our in-house server.

### Approach to Scope of Work

#### Geotechnical and Geologic Services

On the basis of the information provided in the RFP and our previous experience providing services to the City, it is our understanding that the services required under the terms of this contract will broadly include the following:

- Conducting project-specific geotechnical investigations and design services in accordance with City and current industry standards.
- Conduct pavement evaluation and design services including coring, deflection testing, and pavement analysis per Caltrans methodology.
- Providing construction support services including geotechnical observation, compaction testing, mix design review, plan inspections, laboratory testing, and preparation of necessary documentation per the applicable City requirements and Quality Assurance Program.
- Provide peer review of geotechnical and geologic report and documents and the review of grading and foundation plans.

#### Other Consulting Services

The Petra team is well versed in providing services under as-needed on-call contracts which may fall under "Other Services", including, but not limited to, preparation of grading and civil engineering plans, bulkhead and landslide repair design, engineering cost estimates/design, drafting services, training/specialized

## 5. PROPOSED SUB-CONSULTANTS

### Disadvantaged Business Enterprises

Petra routinely contracts with Disadvantaged Business Enterprises (DBE) such as small business enterprise (SBE), local business enterprise (LBE), disabled veteran business enterprise (DVBE), women owned business enterprise (WBE), and minority business enterprise (MBE) contractors, as well as underutilized firms whenever possible. During the execution of our work scope under this contract, we will make a good faith effort to subcontract DBE support services such as drilling, laboratory testing, and traffic control as necessary and when possible in order to meet or exceed any DBE requirements.

If awarded the contract, Petra will make good faith efforts to assure that CBEs are utilized when possible throughout the term of this contract to provide supplies, equipment, technical services, and other services under this contract to meet the goals and requirements of the City. Possible criteria may include, but is not limited to attending preproposal meetings to inform all proposers of the DBE requirements for the project, identify and selecting specific items of the project to award DBE participation, provide written notice of Petra's interest in proposing on projects under this contract to DBEs, following up with initial solicitations of interest by contracting the DBEs, providing interested DBE's with information about the project and requirements for selected subconsultants, request assistance from MBE and WBE offices, and negotiate will good faith with the DBEs.

### Subcontractors

During the execution of our work scope, we expect to subcontract support services such as drilling, laboratory testing, waste disposal, and traffic control as necessary.

COMPANY NAME	SERVICE PROVIDED
<b>California Barricade*</b> 1550 E. Saint Gertrude Place Santa Ana, CA 92705 (800) 327-8844 *WBE Certified	As needed based on project location and requirements, contractor will provide equipment, crew, and occasional technical expertise related to performing traffic control. The contractor will also create traffic control plans to be reviewed by Petra and submitted to the overseeing agency for approval from their Traffic Engineers.
<b>Martini Drilling Corporation *</b> 12141 Mariners Way Garden Grove, CA 92843 (714) 715-2715	Contractor will provide drilling crews and various types of hollow-stem drilling and soil sampling equipment based on project needs. If needed, specialized equipment and experienced crews will be made available for situations where non-standard sampling equipment is required.
<b>Kehoe Testing &amp; Engineering, Inc.*</b> 5415 Industrial Drive Huntington Beach, CA 92649 (714) 901-7270	Contractor will provide direct push sampling and Cone Penetration Testing (CPT), continuous soil profile logs as well as strength parameters for many geotechnical evaluations.
<b>LaBelle Marvin, Inc.</b> 2700 South Grand Avenue Santa Ana, CA 92705 (714) 546-3468	State of California certified materials laboratory to provide quality control/assurance testing, mix designs, pavement deflections testing, properties of asphalt cements, emulsions, cut back asphalt binders, soil and aggregate strength properties, soil stabilization, and complete analysis of asphalt concrete mixtures and asphalt concrete pavements.

## 6. CLIENT REFERENCES

References for current contracts where Petra has performed similar services listed in the Scope of Services of the RFP are listed below.

Agency	Contact Person	Agency	Telephone
City of Buena Park On-Call Geotechnical Consultant and Third-Party Review - Buena Park  (1995-Ongoing)	Mr. Brian Hadley BHadley@buenapark.com 6650 Beach Blvd Buena Park, CA 90621	City of Buena Park	P: (714) 562-3636 F: (714) 562-3677
City of Mission Viejo Geotechnical Consultant  (1992-Ongoing)	Mr. Mark Chagnon MChagnon@Ccityofmissionviejo.org 200 Civic Center Mission Viejo, CA 92691	City of Mission Viejo	P: (949) 470-3091
County of Los Angeles Department of Public Works On-Call Geotechnical Consultant  (2019-Ongoing)	Mr. Jose J. Urquizo JUrquizo@dpw.lacounty.gov 900 S. Fremont Ave, 8 <sup>th</sup> Floor Alhambra, California 91803	County of Los Angeles DPW	P: (626) 458-7978
City of Cathedral City On-Call Geotechnical Consultant  (2020-Ongoing)	Mr. John Corella Jcorella@catherdralcity.gov 68385 Kieley Road Cathedral City, CA 92234	Cathedral City	P: (760) 770-0327 F: (760) 328-8622



## 7. COMPLIANCE WITH INSURANCE REQUIREMENTS

Petra accepts the City’s insurance provisions contained in Section XI of the RFP and within Exhibit B of the City’s Professional Service Agreement. Any sub-consultant engaged by, or on behalf of Petra for the purpose of this project will be included as an additional insured under Petra’s Professional Liability insurance, as well as affirming the requirements. Petra will be responsible for verifying sub-consultant's insurance compliance. Petra and any sub-consultants it engages will procure, maintain and provide all relevant proof of insurance along with the specific amounts enumerated in Section XI of the RFP and within Exhibit B of the City’s Professional Service Agreement. A copy of Petra’s Certificate of Liability Insurance is provided below.

**ACORD** PETRGeo-01 SMITHA

**CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
10/13/2023

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).

<b>PRODUCER License # 0E57768</b> IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	<b>CONTACT</b> PHONE (A/C, No. Ext): (619) 574-6220 FAX (A/C, No.): (619) 574-6288 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Indemnity Company of Connecticut 25682 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: Fireman's Fund Indemnity Corporation 11380 INSURER D: INSURER E: INSURER F:
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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	ADD. SUBR. INFO (VVVV)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SERV. <input type="checkbox"/> LOC. OTHER:		8807N666018	6/25/2023	6/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Ded \$ 0
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. \$1,000 <input checked="" type="checkbox"/> Coll. \$1,000		BA8R658240	6/25/2023	6/25/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> Ded <input type="checkbox"/> RETENTIONS \$ 0		CUP007N571108	6/25/2023	6/25/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate by initials) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	UB007N570265	6/25/2023	6/25/2024	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTH. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Claim \$ 1,000,000 Aggregate \$ 2,000,000
C	Professional Liab.		USF01103723	6/25/2023	6/25/2024	\$ 1,000,000
C	Ded.: \$200k Per Clm		USF01103723	6/25/2023	6/25/2024	Aggregate \$ 2,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
FOR YOUR REFERENCE ONLY	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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## 8. EXCEPTIONS AND DEVIATIONS

Petra Geosciences, Inc. has no exceptions or deviations and accepts the City of Stanton's terms and conditions contained in Exhibit B of the referenced RFP, titled "On-Call Geotechnical Engineering Services".



EXHIBIT A

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) No. 1 & No. 2, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

<u></u> Original Signature by Authorized Officer/Agent	<u>330277824</u> Vendor's Tax ID Number (FEIN)
<u>Siamak Jafroudi</u> Type/Print Name of Signatory	<u>Petra Geosciences, Inc.</u> Company Name
<u>President / Senior Principal Engineer</u> Title	<u>(714) 549-8921</u> Phone Number
<u>3186 Airway Ave., Suite K, Costa Mesa, CA 92707</u> Consultant Mailing Address	<u>(714) 751-0108</u> Fax Number
Form of Business (mark one of the following):	<u>www.Petra-inc.com</u> Website Address
<input type="checkbox"/> Sole Proprietor/Individual	<u>SJafroudi@petra-inc.com</u> E-mail Address
<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company (LLC)	
If a corporation, the State where it is incorporated: <u>CA</u>	

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ON-CALL GEOTECHNICAL ENGINEERING SERVICES**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink that reads "Cesar Rangel". The signature is written in a cursive style and is positioned above a horizontal line.

**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	Tuesday, September 26, 2023
Deadline for Questions:	Thursday, October 19, 2023
Proposal Due Date:	<b>Thursday, October 26, 2023, at 4:00 p.m.</b>
Presentation/Interviews:	TBD (as necessary)



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**EXHIBIT A:** PROPOSAL ACKNOWLEDGEMENT FORM

**EXHIBIT B:** SAMPLE PROFESSIONAL SERVICES AGREEMENT



## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton ("City") is requesting proposals from qualified consultants to provide On-Call Geotechnical Services.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 p.m. on Thursday, October 26, 2023.** The consultant contract is anticipated to be awarded at a December City Council meeting. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Cesar Rangel, Director of Public Works/City Engineer, at (714) 890-4203, or via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov).

## **II. PROJECT BACKGROUND**

The City of Stanton is located in western Orange County. It covers an area of 3.15 sq. mi. The city is comprised of residential and commercial properties. The Firm(s) shall provide professional geotechnical engineering services as needed throughout the life of the project(s) they are selected to perform duties on and potentially provide any or all of the following services: geohazards investigation, geotechnical/seismic investigation, soils testing (e.g. corrosivity, acidity, compression, percolation, boron), recommendation for foundation design, site preparation and other design requirements relevant to the site conditions, geotechnical construction observation and testing during construction and/or renovation for various facility sites. Such services may also include: reviewing background information, conducting field exploration studies, laboratory testing and analysis, coordination with design teams including the Architects and Structural Engineers, and attendance of various project meetings. All work performed shall comply with the approved construction documents, applicable codes and regulations.

### **III. SCOPE OF SERVICES**

The selected consultant shall conduct all engineering and administrative tasks necessary to complete the project.

Project tasks shall include, but are not necessarily limited to, those items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.**

#### Geotechnical investigation & design services for Public Works projects

- a. Literature review of geotechnical reports and maps
- b. Site reconnaissance
- c. Underground service alert coordination
- d. Subsurface soil sampling
- e. Boring logs
- f. Geotechnical engineering analyses
- g. Seismicity
- h. Geotechnical design recommendation for grading and foundations

#### Pavement evaluation and design

- a. Pavement corings
- b. Deflection testing
- c. Pavement analysis per Caltrans methodology

#### Geotechnical observation and testing, materials testing and special inspection

- a. Acceptance Testing for the City of various construction materials, including but not limited to AC, aggregate base, subgrade, concrete and more
- b. Field sampling/testing/observation
- c. Plant inspection
- d. Laboratory testing
- e. Laboratory certification (Caltrans, etc.)
- f. Meeting City's Quality Assurance Program

#### Geotechnical review services

- a. Review of geotechnical reports
- b. Review of grading and foundation plans
- c. Preparation of review sheets
- d. Billing
- e. Coordination with planning and building & safety staff
- f. Presentations meetings
- g. Requires GE and CEG to perform reviews

## **COMPENSATION and LENGTH OF AGREEMENT**

Firm(s) selected will be offered a NOT-TO-EXCEED contract in the amount of \$150,000.00 (One Hundred and Fifty Thousand Dollars and no cents). The Public Works Department will assign task orders as services are needed that will be subtracted from the overall not-to-exceed amount. The anticipated duration of the agreement will be for three (3) years.

## **IV. SUBMISSION REQUIREMENTS**

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

### **Three (3) copies of the Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:**

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

## **LETTER OF TRANSMITTAL**

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.

- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

## **WRITTEN PROPOSAL**

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with Storm Drain Master Plans.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no





contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT B**, "Sample Professional Services Agreement."

10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT A**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

**SEPARATE FEE PROPOSAL**

Consultant fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Total Project Cost Proposal and hourly rate schedule.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Consultant," below.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
<b>Staffing Capabilities / Technical Competence.</b> Candidates shall have knowledge of the principles and practices of geotechnical engineering. Available resources to perform the requested services, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.	20%
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	30%
<b>Past Performance Record.</b> Experience in completion of services of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	35%
<b>Cost.</b> Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	10%

<b>Exceptions and deviations from the City's standard Professional Services Agreement.</b>	5%
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## **VI. SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works & Engineering Department  
7800 Katella Avenue



Stanton, CA 90680-3162  
*Attention: Cesar Rangel, P.E.,*

**The proposal outer envelope shall be labeled:**

**PROPOSAL FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

**VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Cesar Rangel, P.E.  
Director or Public Works/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4203  
Email: CRangel@StantonCA.gov

All questions and/or inquiries shall be submitted by Thursday, October 19, 2023.



Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by **Tuesday, October 24, 2023**, please verify any addenda was issued by contacting Cesar Rangel by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (EXHIBIT B).

## **IX. TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor’s license, required for this work shall be obtained at the sole expense of the Contractor.

## **X. PAYMENT TO CONSULTANT**

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.



The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

## **XI. INSURANCE**

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be



primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

## **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.



The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

## **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

## **XVI. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution



of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.



## **EXHIBIT “B”**

### **COMPENSATION**

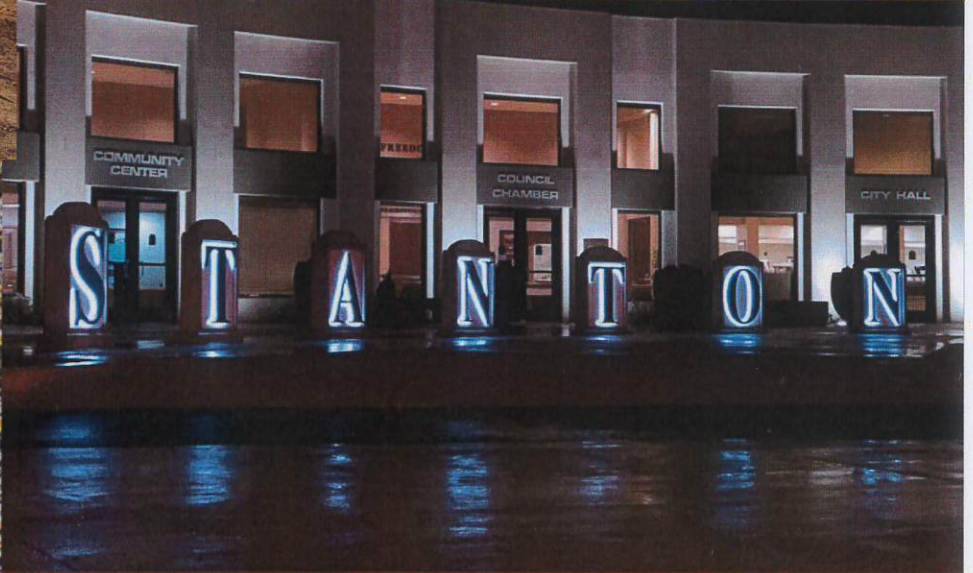
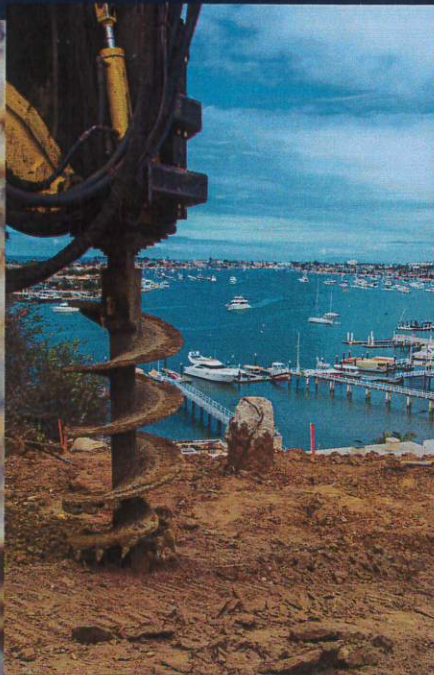
In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).



# FEE PROPOSAL FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES

CITY OF STANTON  
Public Works & Engineering Department

10.26.2023



Submitted by  
**Petra Geosciences, Inc.**  
3186 Airway Avenue  
Suite K | Costa Mesa, CA 92626

**SOLID AS A ROCK**





October 26, 2023

**CITY OF STANTON**  
7800 Katella Avenue  
Stanton, CA 90680

**Attention:** Mr. Cesar Rangel, P.E., Public Works Director/City Engineer

**Subject:** Fee Proposal for On-Call Geotechnical Engineering Services, City of Stanton, California

**Reference:** City of Stanton, Request for Proposals (RFP): On-Call Geotechnical Engineering Services dated September 26, 2023

Dear Mr. Rangel:

**Petra Geosciences, Inc. (Petra)** is presenting herewith our Fee Proposal to the City of Stanton (City) for providing on-call geotechnical engineering services. Based on our review of the Request for Proposal (RFP) and Addendums No. 1 & 2, it is understood that the City intends to select qualified consultants for a \$150,000 contract of an anticipated period of 3 years. Based on the RFP and additional addendums, our previous experience providing geotechnical services with other similar municipal agencies, the scope of services to be performed under the terms of this contract in support of the City, possibly on an emergency basis, are to include (but not be limited to) geotechnical investigations, design services, analysis, and reports; pavement evaluation and design for Capital Improvement Projects (CIP); materials testing, including batch plant inspections, quality assurance testing, laboratory testing of soils for City projects; and third party review of geotechnical reports and grading and foundation plans. This Proposal shall remain valid for a period of 365 days.

Our firm, through the combined predecessor companies, Earth Research Associates, Inc. and Petra Geotechnical, Inc., has over 48 years of experience in providing similar services to a large number of public agencies located in Southern California counties.

We would consider it a privilege to be of service to the City of Stanton pursuant to this contract. If you have any questions pertaining to the information provided herein or would like to know more about our firm, please do not hesitate to contact the undersigned at 657.269.4966 or by e-mail at [sjafroudi@petra-inc.com](mailto:sjafroudi@petra-inc.com).

Respectfully Submitted,

**PETRA GEOSCIENCES, INC.**

Siamak Jafroudi, Ph.D., GE  
President

## Fees

Based on our review of the referenced RFP and our previous experience serving other similar municipal agency contracts we have provided our anticipated fees for routine geotechnical investigation, material testing, and geotechnical review and plan check services that are determined by the type of service. Typical not to exceed fee estimates for a variety of proposed services are presented in the tables below.

Service	Description of Services <sup>1,2</sup>	Cost
Geotechnical Investigation	Site reconnaissance, literature review, engineering analysis, and report preparation - No subsurface exploration	\$2,800.00
	2 to 4 Hollow-stem boreholes with appropriate laboratory testing - Add On	\$4,500.00
	4 to 6 Backhoe test pits with appropriate laboratory testing - Add On	\$3,900.00
	2 CPT's and 1 Hollow-stem borehole with appropriate laboratory testing - Add On	\$5,900.00
	2 Large Diameter Boreholes with downhole logging with appropriate laboratory testing - Add On	\$6,900.00
	Site Requiring Slope Stability Analysis - Add On	\$900.00
	Site Requiring Liquefaction Analysis - Add On	\$900.00
Earthwork Observation and Materials Testing	Grading Observation and Testing – 4 Hour Site visit with lab support	\$900.00
	Grading Observation and Testing – 8 Hour Site visit with lab support	\$1,500.00
	AC Observation and Testing – 4 Hour Site visit with lab support	\$1,000.00
	AC Observation and Testing – 8 Hour Site visit with lab support	\$2,000.00
	Concrete Sampling and Testing – 4 Hour Site visit with lab support	\$900.00
	Concrete Sampling and Testing – 8 Hour Site visit with lab support	\$1,800.00

<sup>1</sup> Prevailing Wage rate for non-professional services applies

<sup>2</sup> Site-specific cost estimate will be provided for each project

Service	Type of Report	Review Level (associated hours)	Cost
Geotechnical Review and Plan Check	Flatland - Less than 20 pages	1st Review (2-3)	\$700.00
		2nd/Subsequent Review (1-2)	\$375.00
	Flatland - 20 pages or more	1st Review (2-4)	\$850.00
		2nd/Subsequent Review (1-2)	\$450.00
	Hillside - Less than 30 pages	1st Review (4-6)	\$1,375.00
		2nd/Subsequent Review (2-3)	\$700.00
	Hillside - 30 pages or more	1st Review (6-8)	\$1,600.00
		2nd/Subsequent Review (2-4)	\$800.00
	Grading Observation and Testing	* 4-hour Site Visit with lab support	\$750.00

## SCHEDULE OF FEES

### ENGINEERING GEOLOGY, AND GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES

#### Professional Services (Engineers, Geologists, Environmental Scientists)

Assistant	\$ 160.00/hr.
Staff	\$ 170.00/hr.
Senior Staff	\$ 205.00/hr.
Project	\$ 218.00/hr.
Senior Project	\$ 248.00/hr.
Associate	\$ 258.00/hr.
Senior Associate	\$ 265.00/hr.
Principal	\$ 285.00/hr.
President/Senior Principal (Review and Consultation)	\$ 300.00/hr.
Fault Hazard/Ground Motion Specialist	\$ 260.00/hr.
Senior Fault Hazard/Ground Motion Specialist	\$ 300.00/hr.
In-house Legal Advisor	\$ 260.00/hr.

#### Technical Services

Engineering Technician	\$ 122.00/hr.
Associate Engineering Technician	\$ 128.00/hr.
Senior Engineering Technician	\$ 137.00/hr.
Supervising Engineering Technician	\$ 174.00/hr.
Field Technician (Prevailing Wage Projects)	\$ 160.00/hr.
LA Deputy Geotechnical Inspector	\$ 150.00/hr.
Laboratory Technician	\$ 135.00/hr.
Senior Laboratory Technician	\$ 150.00/hr.
Laboratory Manager	\$ 180.00/hr.
Draftsperson	\$ 150.00/hr.

#### Support Services

Outside Consultants (Corresponding to in-house levels)	In-House Rate
Drilling/Backhoe/Dozer/CPT/Equipment Rental	Cost + 20%
Client Requested Accounting	\$ 100.00/hr.
Word Processing, Technical Editing, Project Administration	\$ 95.00/hr.
Field Services Communications Charges	1% of Invoice
Laboratory Tests	See attached rates
Company Owned Equipment Usage	See attached rates
Copy Rate	\$ 0.35/sheet
Postage and Shipping	Cost + 20%
PDF File Transmittal	\$ 30.00/file

**NOTE:** Travel time to field job sites is charged on a portal to portal basis at the appropriate hourly rate. Overtime for non-registered professionals and technicians is \$70.00 over the hourly rate. A minimum of two hours will be charged for all personnel for each field visit.

## Soil Laboratory Testing / Company Equipment

### Testing

206 Sample Remolding (One Ring)	\$ 45.00
207 Sample Remolding (Set of Three Rings)	\$ 115.00
208 Specific Gravity – Coarse Aggregates (ASTM C127)	\$ 115.00
209 Specific Gravity – Soils (ASTM D854)	\$ 125.00
210 Atterberg Limits (ASTM D4318)	\$ 220.00
211 Shrinkage Limit (ASTM D4943)	\$ 85.00
212 Atterberg Limits - Non-Plastic	\$ 55.00
213 Specific Gravity – Fine Aggregates (C128)	\$ 120.00
214 Sieve Analysis - Coarse and Fine, with Wash (ASTM C136)	\$ 210.00
215 Sieve Analysis - Coarse or Fine, no Wash (ASTM C136)	\$ 200.00
216 Sieve Analysis - Aggregate Base (ASTM C136)	\$ 225.00
217 Hydrometer - with Coarse and Fine Sieves (ASTM D422)	\$ 325.00
218 Sieve Analysis - Wash Over #200 (ASTM D1140)	\$ 100.00
219 Permeability - Falling Head (ASTM D2434)	\$ 450.00
220 Moisture Content/Density – Rings (ASTM D2937)	\$ 20.00
221 Hydrometer - with Fine Sieve (ASTM D422)	\$ 290.00
222 Moisture Content Determination (ASTM 2216)	\$ 15.00
223 Organic Content (ASTM D2974)	\$ 110.00
224 Maximum Density/Optimum Moisture – Soil Cement (ASTM D558)	\$ 375.00
225 Maximum Density/Optimum Moisture - 4" Mold (ASTM D1557)	\$ 300.00
226 Maximum Density/Optimum Moisture - 6" Mold (ASTM D1557)	\$ 335.00
227 Maximum Density/Optimum Moisture - Single Check Point	\$ 130.00
228 Maximum Density/Optimum Moisture (CTM 216)	\$ 325.00
229 Maximum Density/Optimum Moisture, with Rock Correction (ASTM D1557/D4718)	\$ 375.00
230 Sand Equivalent (ASTM D2419)	\$ 130.00
234 Resistivity (CTM 643)	\$ 105.00
235 pH (CTM 643)	\$ 65.00
236 Soluble Sulfate Content (CTM 417)	\$ 95.00
237 Soluble Chloride Content (CTM 422)	\$ 95.00
238 Expansion Index (ASTM D4829)	\$ 180.00
240 Consolidation - 10 Points (ASTM D2435)	\$ 300.00
241 Swell/Collapse Potential - Single Load (ASTM D4546)	\$ 155.00
242 Consolidations - Time Readings for One Load (ASTM D2435)	\$ 110.00
243 Consolidation - 10 Points + One Rebound/Recompression Loop (ASTM D2435)	\$ 325.00
244 Swell/Collapse Potential - 8 Points (ASTM D4546)	\$ 265.00
252 Direct Shear (ASTM D3080)	\$ 375.00
253 Direct Shear - Reshear (ASTM D3080)	\$ 500.00
255 Unconfined Compression of Soils/ Rock (ASTM D2166 / D7012)	\$ 225.00
256 Unconfined Compression of Soil Cement/Lime, Chemical Grouts (ASTM D 1633/D5102/D4219)	\$ 110.00
257 Point Load Strength Index of Rock (ASTM D5731)	\$ 160.00
260 Concrete Cylinder Compression (ASTM C39)	\$ 30.00
261 Concrete Flexural Beams {6"x 6" x 18"} (ASTM C78)	\$ 95.00
262 Cement Contents Determination (Cal Test 338)	\$ 500.00

### Equipment

190 Nuclear Gauge	\$ 20.00/day
191 Sand Cone	\$ 50.00/day
192 Moisture Sampling Probe/Drive Tubes	\$ 20.00/day
193 Percolation/Infiltration Equipment	\$ 125.00/day
194 Digital Manometer	\$ 100.00/day
195 Flame/Photo-Ionization Detector (FID/PID)	\$ 100.00/day
196 Inclinator/Vibration Monitoring Device	\$ 125.00/day
197 Purging Pump	\$ 55.00/day
198 Augering/Sampling Equipment	\$ 85.00/day
199 Concrete Sampling/Testing Equipment	\$ 25.00/day

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: AWARD A PROFESSIONAL SERVICES AGREEMENT TO PACIFIC  
ADVANCED CIVIL ENGINEERING, INC. FOR THE STORM DRAIN  
MASTER PLAN UPDATE PROJECT (TASK CODE 2024-801)**

#### **REPORT IN BRIEF:**

A Storm Drain Master Plan assesses the needs of the City's storm drain system and plans and prioritizes maintenance and rehabilitation of the system with available funding. It also serves as a useful planning tool for the City's Capital Improvement Program. The previous Storm Drain Master Plan was prepared in 1991 by RBF Consulting Engineers. Staff released a "Request for Proposal" (RFP) soliciting proposals to provide a Storm Drain Master Plan Update to reflect the current condition of the storm drain system, assess the capacity of the existing system to handle flows generated at the ultimate "build-out" of the City, and develop a comprehensive 10-year Capital Improvement Program. Staff recommends awarding a contract to Pacific Advanced Civil Engineering, Inc. in the amount of \$539,870.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as operation, repair, and maintenance of existing publicly owned utilities; and
2. Award a professional services agreement to Pacific Advanced Civil Engineering, Inc. for a Storm Drain Master Plan Update in the amount of \$539,870; and
3. Authorize the City Manager to bind the City of Stanton and Pacific Advanced Civil Engineering, Inc. in a contract to provide the services; and
4. Authorize the City Manager to approve a contract contingency, not to exceed ten percent of the contract amount, of \$53,987.

**BACKGROUND:**

The Storm Drain Master Plan needs to be periodically updated as the system ages, construction costs change, development occurs, and regulatory requirements change. The master plan will assess the condition of the system and plan for future improvements necessary to the system. The City requires the services of a qualified professional to prepare an update to the Master Plan.

**ANALYSIS/JUSTIFICATION:**

A RFP was issued on September 21, 2023 with a proposal due date of October 24, 2023 and four firms provided proposals.

An internal review committee consisting of the Public Works Director, Assistant City Engineer, and Associate Engineer evaluated the proposals. Based on a total possible score of 100 points, the review committee established their scoring and ranking on criteria that included staffing capabilities, past performance record, approach to work, and cost control. The consultants were ranked as follows:

<b>Rank</b>	<b>Consultant</b>	<b>Fee Proposal</b>
1	Pacific Advanced Civil Engineering, Inc.	\$ 539,870*
2	Harris & Associates	\$ 584,930
3	BKF Engineers	\$ 498,556
4	PSOMAS	\$ 604,253

\*The fee proposal amount was negotiated and reduced by 10%.

Per the City’s Purchasing and Contracting Guidelines, proposals must be evaluated using the Qualification-Based Selection process in accordance with Public Law 92-582, which requires that the selection of professional services be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price.

Based on the results of the RFP process, Pacific Advanced Civil Engineering, Inc. (PACE) demonstrates competence through their proposal and possession of the necessary qualifications to update the Storm Drain Mater Plan. Additionally, the PACE team has successfully prepared similar master plans for Orange County Public Works, City of Anaheim and City of Palmdale.



**FISCAL IMPACT:**

The Fiscal Year 2023-24 Adopted Budget includes \$600,000 for the Storm Drain Master Plan Update, funded from the General Fund Special Projects budget. The following table presents an estimated breakdown of the total project cost:

<b>Description</b>	<b>Amount</b>
Consultant Contract	\$ 539,870
Contingency (10%)	\$ 53,987
Total	\$ 593,857

**ENVIRONMENTAL IMPACT:**

The action requested in this report is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b), as operation, repair, and maintenance of existing publicly owned utilities.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE:**

Obj. No. 3: Provide a quality infrastructure.

**Prepared by:** Cesar Rangel, Public Works Director/City Engineer  
**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director  
**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Professional Services Agreement

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
STORM DRAIN MASTER PLAN UPDATE**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a **Corporation**, with its principal place of business at **17520 Newhope Street, Suite 200, Fountain Valley, CA92708** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional **engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **engineering** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **Storm Drain Master Plan Update** project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **engineering** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 13, 2023 to June 30, 2025**, unless earlier terminated as provided herein.

**3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Rebecca Kinney.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **the Public Works Director,** or his or her designee, as the City's contact for the implementation of the Services hereunder.

Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Rebecca Kinney**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers’ Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIVE HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED SEVENTY DOLLARS (\$539,870)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and



“maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Pacific Advanced Civil Engineering, Inc. (PACE)  
17520 Newhope Street, Suite 200  
Fountain Valley, CA 92708  
Attn: **Rebecca Kinney**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8,

which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.12 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including

any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STANTON

Pacific Advanced Civil Engineering, Inc.  
(PACE)

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT “A”**  
**SCOPE & SCHEDULE OF**  
**SERVICES**  
[INSERT SCOPE & SCHEDULE  
OF SERVICES]



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**STORM DRAIN MASTER PLAN UPDATE**



**City of Stanton**

*Public Works & Engineering Department*

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | [StantonCA.gov](http://StantonCA.gov)

Approved for Advertising:



**Cesar Rangel, P.E.**

*Public Works Director/City Engineer*

[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)

(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	Thursday, September 21, 2023
Deadline for Questions:	Tuesday, October 17, 2023
Proposal Due Date:	<b>Tuesday, October 24, 2023, at 4:00 p.m.</b>
Presentation/Interviews:	TBD (as necessary)



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## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton ("City") is requesting proposals from qualified consultants to provide a Storm Drain Master Plan Update.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 p.m. on Tuesday, October 24, 2023.** The consultant contract is anticipated to be awarded at a December City Council meeting. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

**At the Consultant's request, the Consultant may reserve a date and time to review a hard copy of the existing Master Drainage Plan Update for the City of Stanton, (Prepared by RBF, Dated Revised May 1991). Limited to a 2-hour review period.**

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Cesar Rangel, Director of Public Works/City Engineer, at (714) 890-4203, or via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov).

## **II. PROJECT BACKGROUND**

The City of Stanton is located in western Orange County. It covers an area of 3.15 sq. mi. The city is comprised of residential and commercial properties. The city is currently looking to improve the existing drainage system to provide the level of flood control recommended by the County of Orange. The RFP from qualified consultants consists of the preparation of the Storm Drain Master Plan Update to determine deficiencies in the existing storm drain system and physical integrity of the existing drainage systems. In order to complete the update in a timely manner the City is requesting professional services from qualified consultants to construct the Storm Drain Master Plan Update.



The engineering work includes, but is not limited to, reviewing and compiling existing watershed and drainage facility data, preparation of CAD and GIS watershed/drainage facility base map, review of adequacy of existing watershed models and boundaries, qualitative hydrology analysis, existing storm drain/channel system hydraulic model preparation and hydraulic deficiency identification, deficiency removal and alternatives analysis, update of preliminary drainage facilities quantity and construction cost estimate, and implementation program report and CIP schedule. The city desires to hire an engineering consulting team that can perform all aspects of the project requirements.

The Storm Drain Master Plan Update Update will require extensive coordination with city staff from various departments, but mainly the Public Works Department. Feedback and inputs from the city staff, public, and/or stakeholders will be solicited during the development stage. The master plan update will require final review and approval of the City Council for adoption.

#### **INFORMATION AVAILABLE FROM THE CITY TO SELECTED CONSULTANT**

The City will provide copies of all available record information on file with the City. The following information is available:

- A. Provide Hard Copy of Existing Master Drainage Plan Update (Dated Revised May 1991)
- B. Access to all pertinent records maintained by the City
- C. GeoViewer GIS Files are available that include Parcel Information, City Boundary, Street Names and Street Addresses
- D. Provide current General and Land Use Plan

### **III. SCOPE OF SERVICES**

The selected consultant shall conduct all engineering and administrative tasks necessary to complete the project.

Project tasks shall include, but are not necessarily limited to, those items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.**

The development of the Storm Drain Master Plan Update requires the following objectives:

- Be consistent with the goals and policies of the City's 2008 General Plan.
- As necessary, conduct a Global Positioning System (GPS) survey.
- Attend miscellaneous meetings at City Hall and virtually. Prepare and present a PowerPoint presentation at a City Council Meeting for adoption.
- The plan must be consistent with the latest Orange County Hydrology Manual.
- Review study titled, "Master Drainage Plan Update for the City of Stanton, (Prepared by RBF, Dated Revised May 1991)". Unfortunately, the City does not have an electronic copy. A hard copy will be provided to the selected consultant and shall be returned to the City at the completion of the project.
- A comprehensive inventory of existing drainage facilities. This includes obtaining and reviewing as-builts from the City, Orange County Public Works Flood Control District and Caltrans.
- Filed reconnaissance surveys to verify drainage patterns, locations of flooding and locations of drainage facilities. Inspection of the existing system may include video and confined space inspection, inspection for physical integrity and evidence of illicit connections.
- Compile a hydrologic model with software currently used by the County of Orange.
- Perform hydraulic calculations to determine deficiencies in the existing storm drain system including acceptable street capacities based on the Orange County requirements.
- Provide structural/integrity assessment of existing facilities.
- Analyze alternatives and recommend new facilities and upgrades to existing facilities.
- Recommendation should include impact to proposed regional facilities.
- Preparation of GIS information layers to include flood hazards,

watershed mapping, hydraulic modeling system and drainage facilities.

- Determine facilities to satisfy flood control requirements. These facilities were sized to convey the 25-year storm with no ponding in sumps. Storm drains crossing Caltrans' right-of-way need to be sized for 100-year flood.
- Evaluate the existing operations and maintenance practices and identify improvements in the current level of service where areas of opportunities allow.
- Develop recommended storm drain repair, replacement, and improvement program where system and condition-related deficiencies are identified.
- Recommend Future CIP Program including preliminary construction cost estimates, environmental issues and prioritize projects.
- The Consultant shall have all calculations, reports, and plans signed and stamped by a California Registered Civil Engineer. All such registrations shall be current.

Deliverables:

- a. Inventory of existing system (GIS format)
- b. Hydrological Calculations/ Modeling and Maps (GIS Interface)
- c. Existing Storm Drain Infrastructure Inventory, CIP Priority List, and Preliminary Cost Estimates
- d. Storm Drain Master Plan Update/ Infrastructure Reports.
- e. 60% and 90% draft review.
- f. Three (3) hard copies of final report and one (1) electronic copy on CD.
- g. GIS-based storm drain atlas (latest ArcView GIS version/format).

#### **IV. SUBMISSION REQUIREMENTS**

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

**Three (3) copies of the Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:**



- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

## **LETTER OF TRANSMITTAL**

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

## **WRITTEN PROPOSAL**

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with Storm Drain Master Plans.



3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT C**, "Sample Professional Services Agreement."
10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT B**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

## **SEPARATE FEE PROPOSAL**

Consultant fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Total Project Cost Proposal and hourly rate schedule.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.





Additional information can be found under Section X, "Payment to Consultant," below.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
<b>Staffing Capabilities / Technical Competence.</b> Candidates shall have knowledge of the principles and practices of engineering as related to design, construction and maintenance of drainage and other public facilities, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.	20%
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	35%
<b>Past Performance Record.</b> Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	35%
<b>Cost.</b> Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	5%
<b>Exceptions and deviations from the City's standard Professional Services Agreement.</b>	5%

**VI. SELECTION PROCESS**

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.



Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works & Engineering Department  
7800 Katella Avenue  
Stanton, CA 90680-3162  
*Attention: Cesar Rangel, P.E.,*

**The proposal outer envelope shall be labeled:**

### **PROPOSAL FOR STORM DRAIN MASTER PLAN UPDATE**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.



The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

## **VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Cesar Rangel, P.E.  
Director or Public Works/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4203  
Email: CRangel@StantonCA.gov

**At the Consultant's request, the Consultant may reserve a date and time to review a hard copy of the existing Master Drainage Plan Update for the City of Stanton, (Prepared by RBF, Dated Revised May 1991). Limited to a 2-hour review period.**

All questions and/or inquiries shall be submitted by Tuesday, October 17, 2023. If the City chooses to respond to such inquiries, written responses will be made available by **Thursday, October 19, 2023.**

Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to "junk". If you do not receive any addenda by **Thursday, October 19, 2023**, please verify any addenda was issued by contacting Cesar Rangel by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (EXHIBIT B).

## **IX. TAXES AND LICENSES**



All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor's license, required for this work shall be obtained at the sole expense of the Contractor.

## **X. PAYMENT TO CONSULTANT**

This work is to be performed for a "Not-to-Exceed Fixed Fee."

The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.



Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

## **XI. INSURANCE**

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy."
- E. It is the Consultant's responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must



comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

## **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.

The Political Reform Act and the City’s Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.



## **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

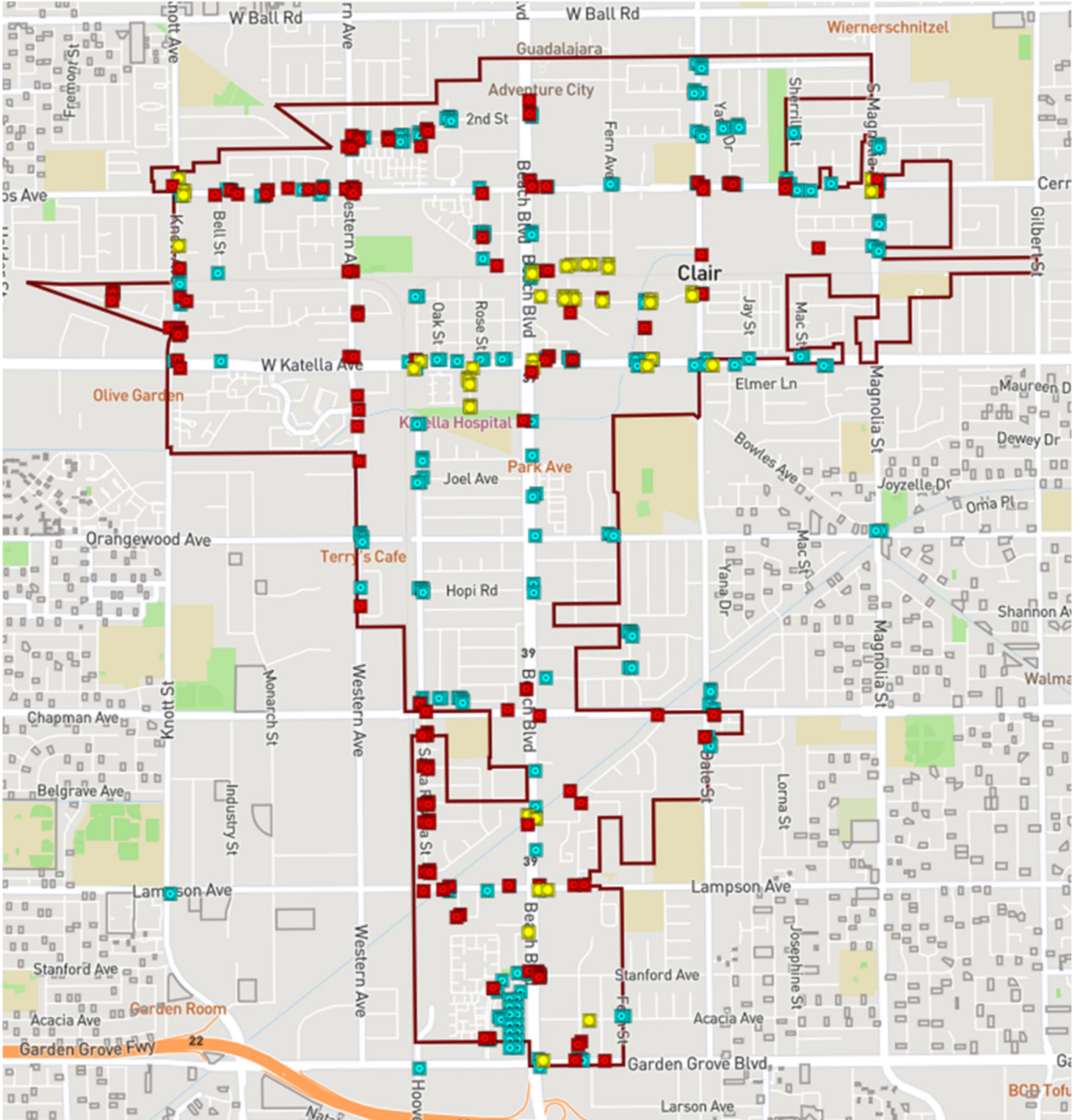
The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

## **XVI. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

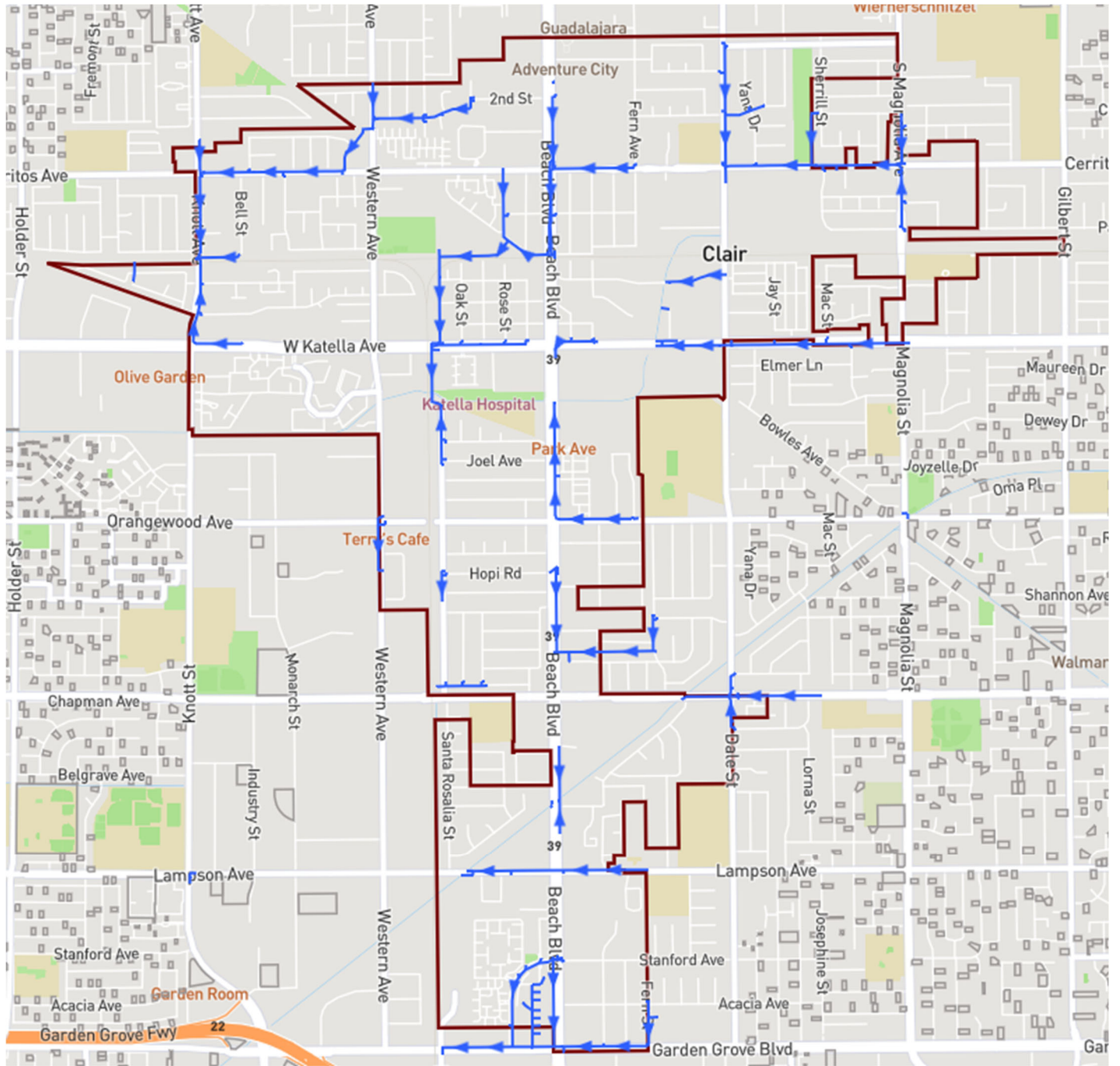
# EXHIBIT A

## Catch Basin Map

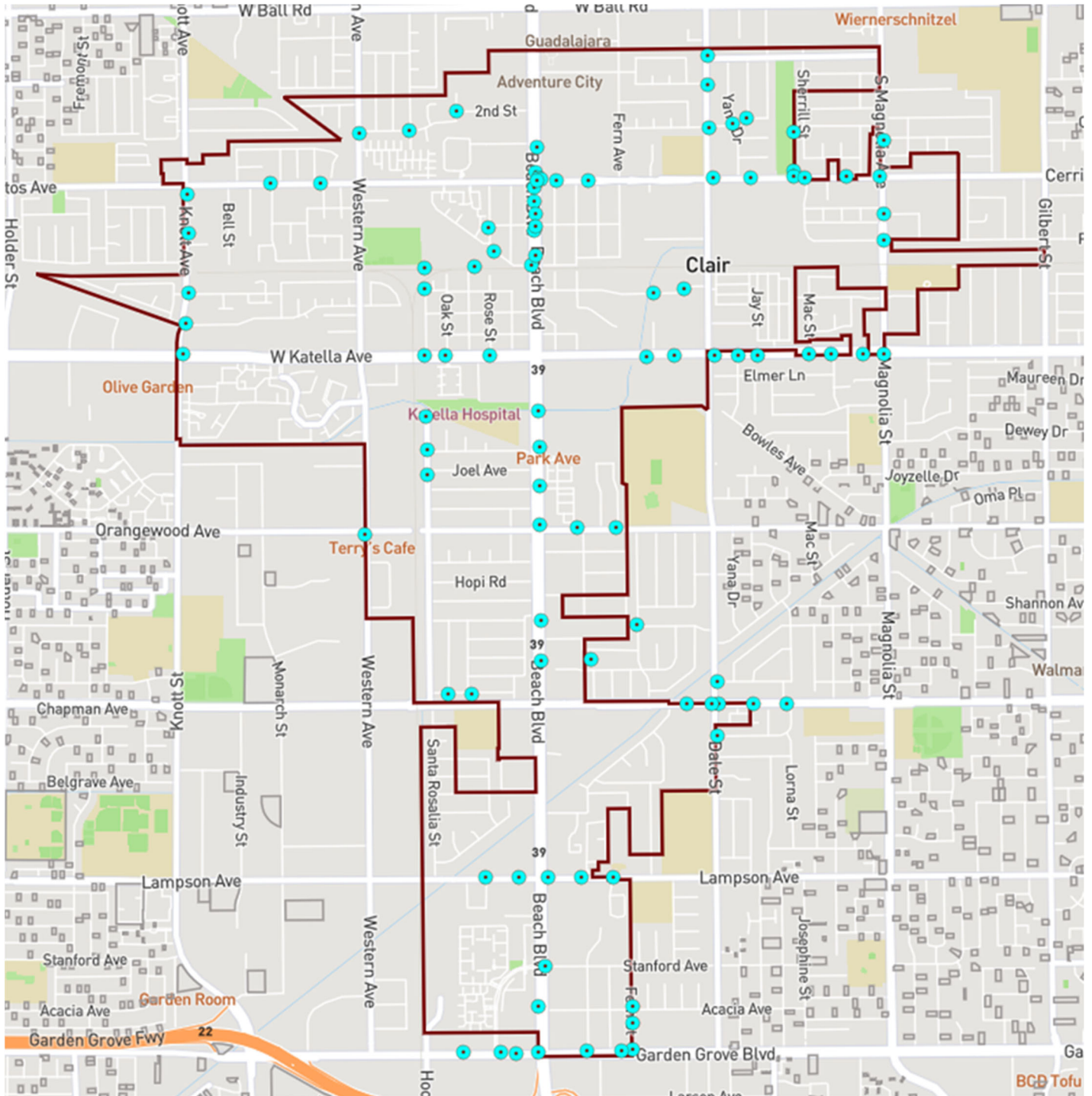




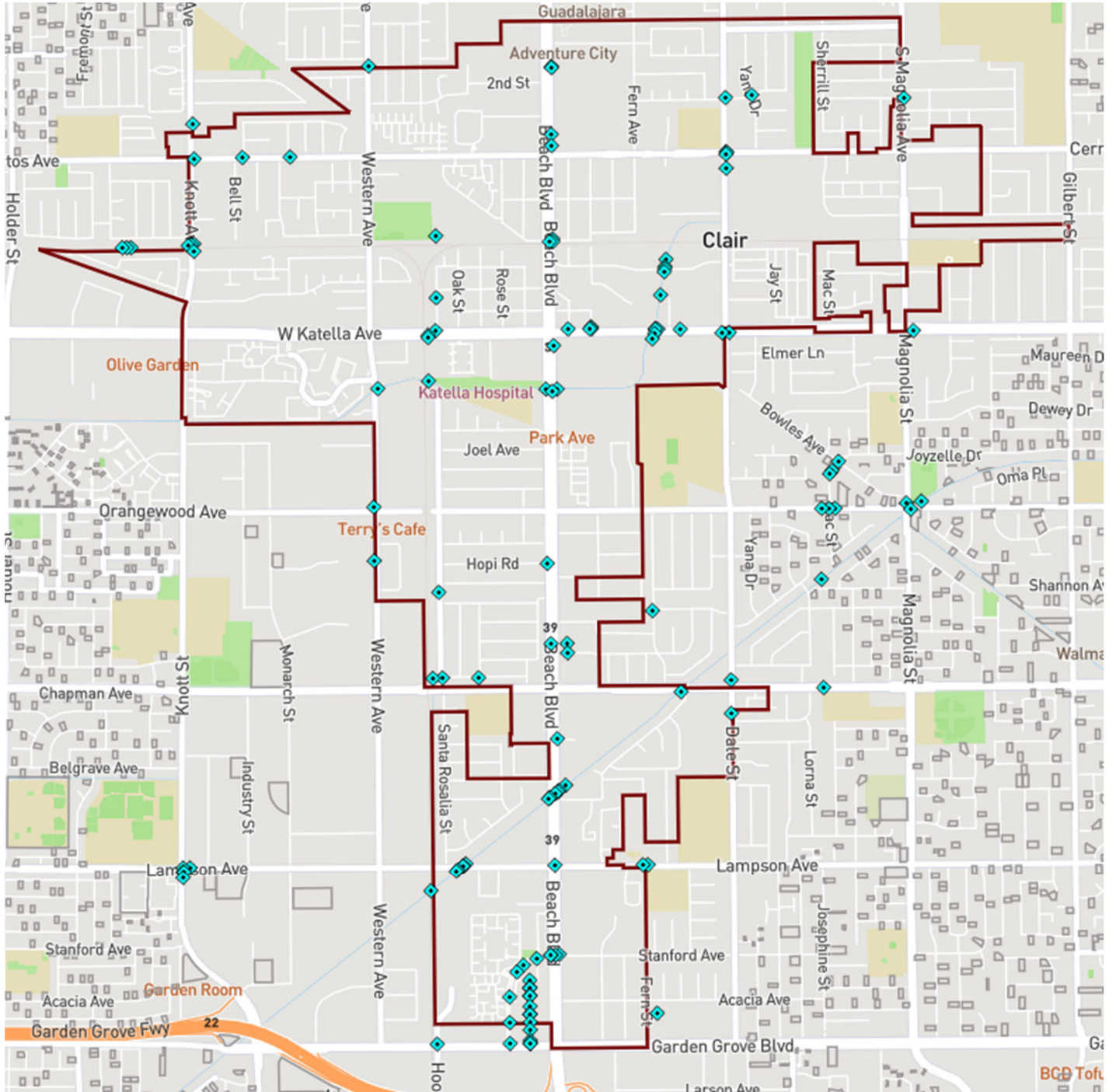
# Storm Drain Pipe Map



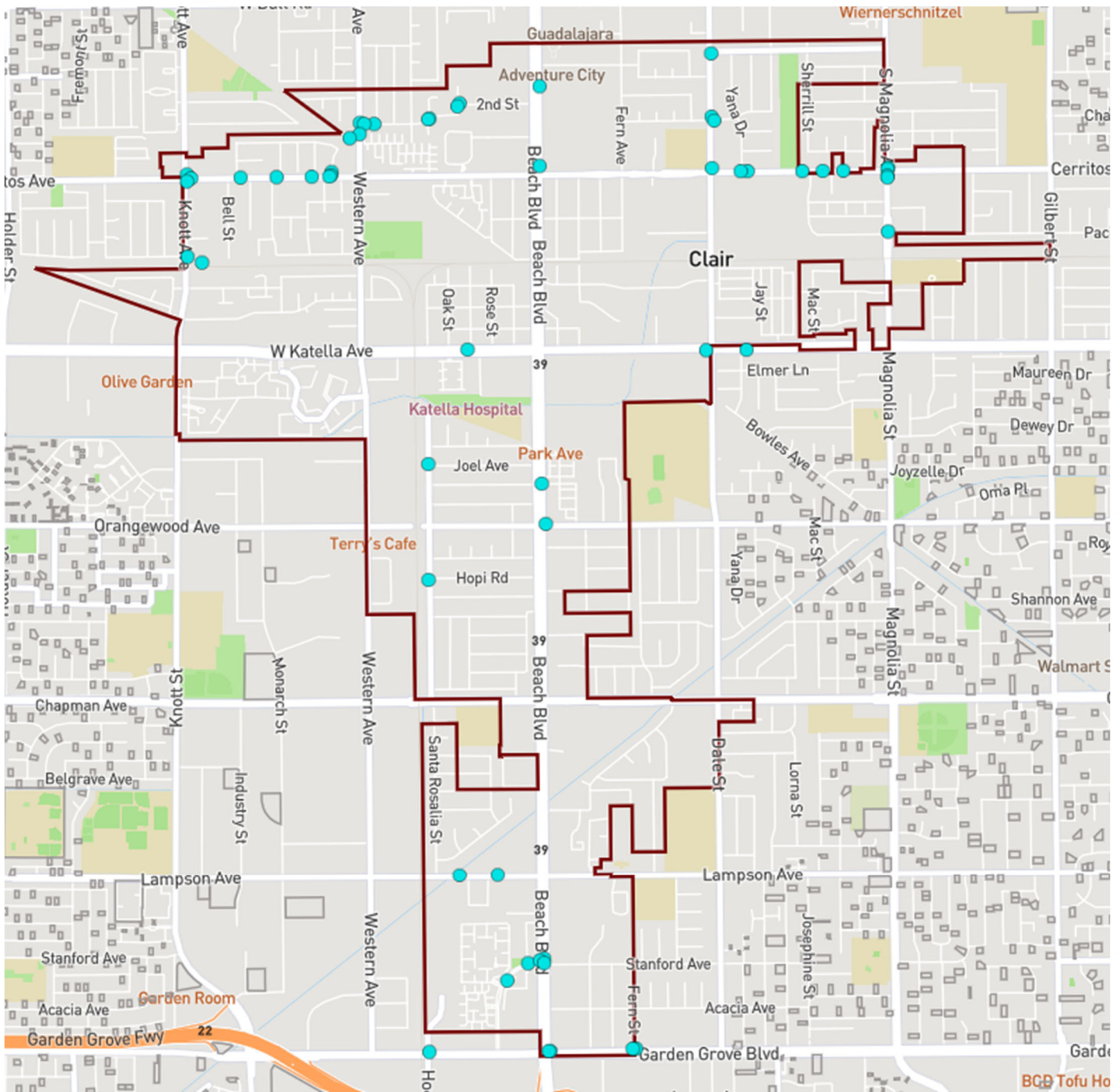
# Storm Drain Manhole Map



# Storm Drain Junction Map



# Storm Drain Inlet Map





**EXHIBIT B**

**PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges receipt of addenda number(s) \_\_\_\_\_, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

\_\_\_\_\_  
Original Signature by Authorized  
Officer/Agent

\_\_\_\_\_  
Vendor's Tax ID Number (FEIN)

\_\_\_\_\_  
Type/Print Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Consultant Mailing Address

\_\_\_\_\_  
Fax Number

Form of Business (mark one of the  
following):

\_\_\_\_\_  
Website Address

Sole Proprietor/Individual

\_\_\_\_\_  
E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is  
incorporated: \_\_\_\_\_



## EXHIBIT C

### CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR STORM DRAIN MASTER PLAN UPDATE

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Storm Drain Master Plan Update** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Storm Drain Master Plan Update** consulting services to public clients, is licensed in the State of California, and is familiar with the project.

##### 2.2 Project.

City desires to engage Consultant to render such services for the **Storm Drain Master Plan Update** project (“Project”) as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Storm Drain Master Plan Update** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. Consultant



shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's



Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT CITY EMPLOYEE NAME]**, or his or her designee, as the City’s contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.





### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) ("Total Compensation") without written approval of City's [INSERT TITLE]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### **3.3.2 Payment of Compensation.**

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

**[INSERT NAME, ADDRESS & CONTACT PERSON]**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: **[INSERT CITY EMPLOYEE NAME]**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any



magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### 3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent



jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

**3.5.7 Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

**3.5.8 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

**3.5.9 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.





**3.12 No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**



3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary,  
**AND** CORPORATE SEAL OF  
CONSULTANT REQUIRED]

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**[INSERT SCOPE OF SERVICES]**

**[EXHIBIT A FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT PROPOSAL]**



**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE OF SERVICES]**

**[CONSULTANT'S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED  
HERE]**



**EXHIBIT "C"**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**

**[CONSULTANT'S FEE PROPOSAL TO BE INSERTED HERE]**



**TO:** All Contractors

**FROM:** Cesar Rangel, P.E., Public Works Director / City Engineer

**DATE:** October 10, 2023

**SUBJECT:** **ADDENDUM NO. 1** to Storm Drain Master Plan Update

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This Addendum No. 1 is being issued for the Storm Drain Master Plan Update RFP.

**The intent of this Addendum No. 1 is to include the following revisions, additions, and/or deletions shall hereby be made a part of the RFP documents.**

Listed below are the questions / inquiries received and the City's Responses:

1. Article IV, or the Submission Requirements section, states that 3 bound physical copies of the proposal must be submitted to the city for review alongside a separate envelope containing the Fee Proposal. However, in the bullet point section of Article IV, the third bullet states that electronic documents shall be submitted in PDF format. Were these instructions mistakenly included in the proposal, or will there be additional documents that we are required to submit via PDF? I would like to confirm that all we are supposed to submit is three bound physical copies of the Proposal and one separate copy of the Fee Proposal.

**Response:** *This proposal does not require an electronic document submittal. Submit three (3) bound physical copies of the Proposal and one (1) separate copy of the Fee Proposal.*

2. Does Exhibit B contribute to the page count for the proposal?

**Response:** Yes.

3. Do cover letter, divider pages, and forms count towards page count?

**Response:** *Yes to all, except dividers*

4. It implies that front and back covers do not count either then?

**Response:** *Correct.*

5. Does the City have a current topographic map (electronic format)?

**Response:** No.

6. *In regard to the GIS task, can the City provide the approximate number of as-builts sheets which will need to be reviewed and confirmed in the GIS system? Also, does the City know the approximate number of new as-builts which would need to be added to the GIS system?*

**Response:** *We have approximately 200 PDF as-builts in GIS. No approximate number for new as-builts needed to be added.*

For any further information or clarification needed, please contact Cesar Rangel, P.E., Public Works Director / City Engineer, via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov) or via phone at (714) 890-4203.

Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form in **Exhibit B** of the RFP. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

By:

A handwritten signature in blue ink that reads "Cesar Rangel".

---

Cesar Rangel, P.E.  
Public Works Director / City Engineer





**TO:** All Consultants  
**FROM:** Cesar Rangel, P.E., Public Works Director / City Engineer  
**DATE:** October 18, 2023  
**SUBJECT:** **ADDENDUM NO. 2** to Storm Drain Master Plan Update

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This Addendum No. 2 is being issued for the Storm Drain Master Plan Update RFP.

**The intent of this Addendum No. 2 is to include the following revisions, additions, and/or deletions shall hereby be made a part of the RFP documents.**

Listed below are the questions / inquiries received and the City's Responses:

1. Are subconsultants for the proposed team required to provide evidence of compliance with City insurance requirements, or only the prime?

**Response:** *Only the prime.*

2. Does the City want to have a future condition scenario with updated land uses, or will there only be one Land Use Condition based on the General Plan Land Use?

**Response:** *Yes. The City will provide the needed information to the selected consultant.*

3. Does the City have GIS shapefiles of the buildings throughout the City?

**Response:** *No.*

4. The RFP states that GIS data will be provided in ArcView. Would the City prefer an online-based ArcGIS atlas?

**Response:** *No.*

5. Can the City provide the GIS files as shown in Exhibit A? If not, can the City provide the total length of storm drain piping within the City?

**Response:** *No. The approximate total length is 16 miles.*

6. Which facilities and which flood control requirements is this bullet item referencing from page 5 of 6? "Determine facility to satisfy flood control requirements. These facilities were sized to convey the 25-year storm with no

ponding in sumps. Storm Drains crossing Caltrans right of way need to be sized for 100-year flood. “

**Response:** *The City’s storm drain system and the latest Orange County Hydrology Manual requirements.*

7. Seventh bullet point on Page 5 of 38: Should the first work of the sentence be “Field” and not “Filled”? Is there an expectation by the City for the selected consultant to conduct a video/confined space inspection of the entire City storm drain system? Will the selected consultant be expected to determine the legality of all storm drain connections within the City?

**Response:** *Correct, it should be Field. Yes and no.*

8. Fourth bullet from the bottom of Page 5 of 38: Will the structural/integrity assessment of existing facilities be limited to visual inspection, or is there an expectation that the selected consultant perform extensive or invasive testing (such as concrete core tests, X-ray testing, etc.)? Is there an expectation that the structural assessment be conducted on the entire City storm Drain system (back to question above regarding video/confined space inspections) or just on City known hot spots and other areas visually encountered during field reconnaissance?

**Response:** *Limited to Visual inspection. The structural assessment shall be of the entire City storm drain system.*

9. Exhibit A, Catch Basin Map: Is there a significance to the color coding on the map?

**Response:** *No.*

10. Exhibit A, Storm Drain Inlet Map: What is the difference between the Catch Basin Map and Storm Drain Inlet Map? Are the inlets on the Storm Drain Inlet Map – all inlets that are not catch basins?

**Response:** *In general, they are much the same.*

11. When was the last time the Storm Drain maps in the RFP updated?

**Response:** *2019*

12. Is water quality analysis excluded from the scope of work?

**Response:** *Yes.*

13. What level of flood control has the County of Orange recommended. Is this documented and available?

**Response:** *The selected consultant would research this.*

14. Does the City have complete records of the following:

- Are there any records of flooding/drainage complaints available?
- Are there maintenance records with known problematic locations or previously identified pipes that need replacement or any video?
- What is the total length of storm drain pipe maintained by the City?
- Availability of any historic plans and construction reports?

**Response:** *a. no. b. no. c. Approximate total length is 16 miles. d. no.*

15. The online GIS system seems to be linked to copies of the as-builts, does the City have an internal version of the storm drain GIS system with all attributes of the system (elevation, slope, size, material...) embedded in the GIS model?

**Response:** *No.*

16. Is the EIR mentioned in General Plan available?

**Response:** *Yes. The City will provide EIR to the selected consultant.*

17. What proposed regional facilities are there?

**Response:** *None at the moment.*

18. What version ArcGIS does the City use?

**Response:** *We have GeoViewer with Nobel Systems.*

19. Does the City currently use ArcPro?

**Response:** *No.*

20. Can the City elaborate on the scope regarding "environmental issues" on page 6 of the RFP?

**Response:** *Determining if the project would require a Negative Declaration or Mitigated Negative Declaration environmental review.*



21. Please confirm that the current storm drain system is designed for a 25-year storm?

**Response:** *The City cannot confirm.*

22. Will the City require a detailed scope of work with the proposal or will it be requested after the consultant is selected?

**Response:** *Yes. A detail scope of work shall be submitted with the proposal.*

23. Does the City have an anticipated overall budget for this project?

**Response:** *Yes. The project budget is \$600,000.*

For any further information or clarification needed, please contact Cesar Rangel, P.E., Public Works Director / City Engineer, via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov) or via phone at (714) 890-4203.

Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form in **Exhibit B** of the RFP. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

By:

A handwritten signature in blue ink that reads "Cesar Rangel".

---

Cesar Rangel, P.E.  
Public Works Director / City Engineer



**TO:** All Consultants  
**FROM:** Cesar Rangel, P.E., Public Works Director / City Engineer  
**DATE:** October 19, 2023  
**SUBJECT:** **ADDENDUM NO. 3** to Storm Drain Master Plan Update

---

This Addendum No. 3 is being issued for the Storm Drain Master Plan Update RFP.

**The intent of this Addendum No. 3 is to include the following revisions, additions, and/or deletions shall hereby be made a part of the RFP documents.**

Listed below are the questions / inquiries received and the City's Responses:

1. The online GIS system seems to be linked to copies of the as-builts, does the City have an internal version of the storm drain GIS system with all attributes of the system (elevation, slope, size, material...) embedded in the GIS model?

**Response:** *Yes, the online GIS system is linked to as-builts with attributes. However, these attributes would need to be confirmed by the selected consultant.*

For any further information or clarification needed, please contact Cesar Rangel, P.E., Public Works Director / City Engineer, via email at [CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov) or via phone at (714) 890-4203.

Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form in **Exhibit B** of the RFP. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

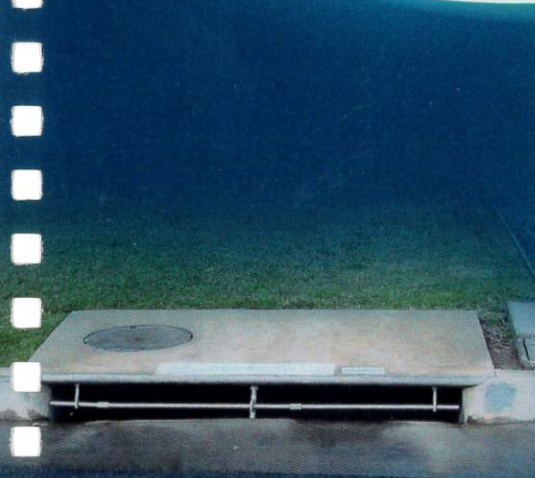
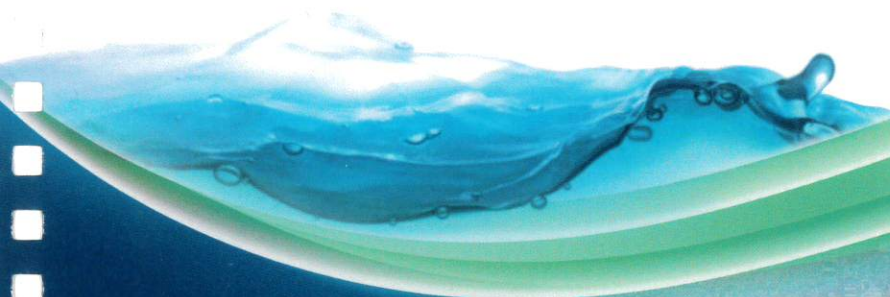
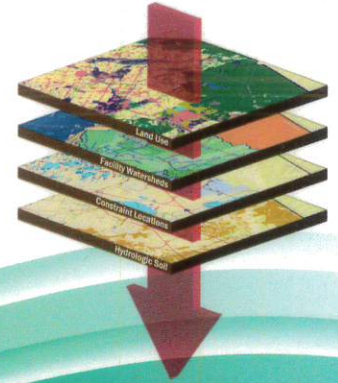
By:

A handwritten signature in blue ink that reads "Cesar Rangel". The signature is written in a cursive style and is positioned above a horizontal line.

Cesar Rangel, P.E.  
Public Works Director / City Engineer

PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR THE CITY OF STANTON

# STORM DRAIN MASTER PLAN UPDATE



PREPARED FOR



CITY OF STANTON  
PUBLIC WORKS & ENGINEERING DEPART.  
7800 KATELLA AVE  
STANTON, CA 90680

PREPARED BY



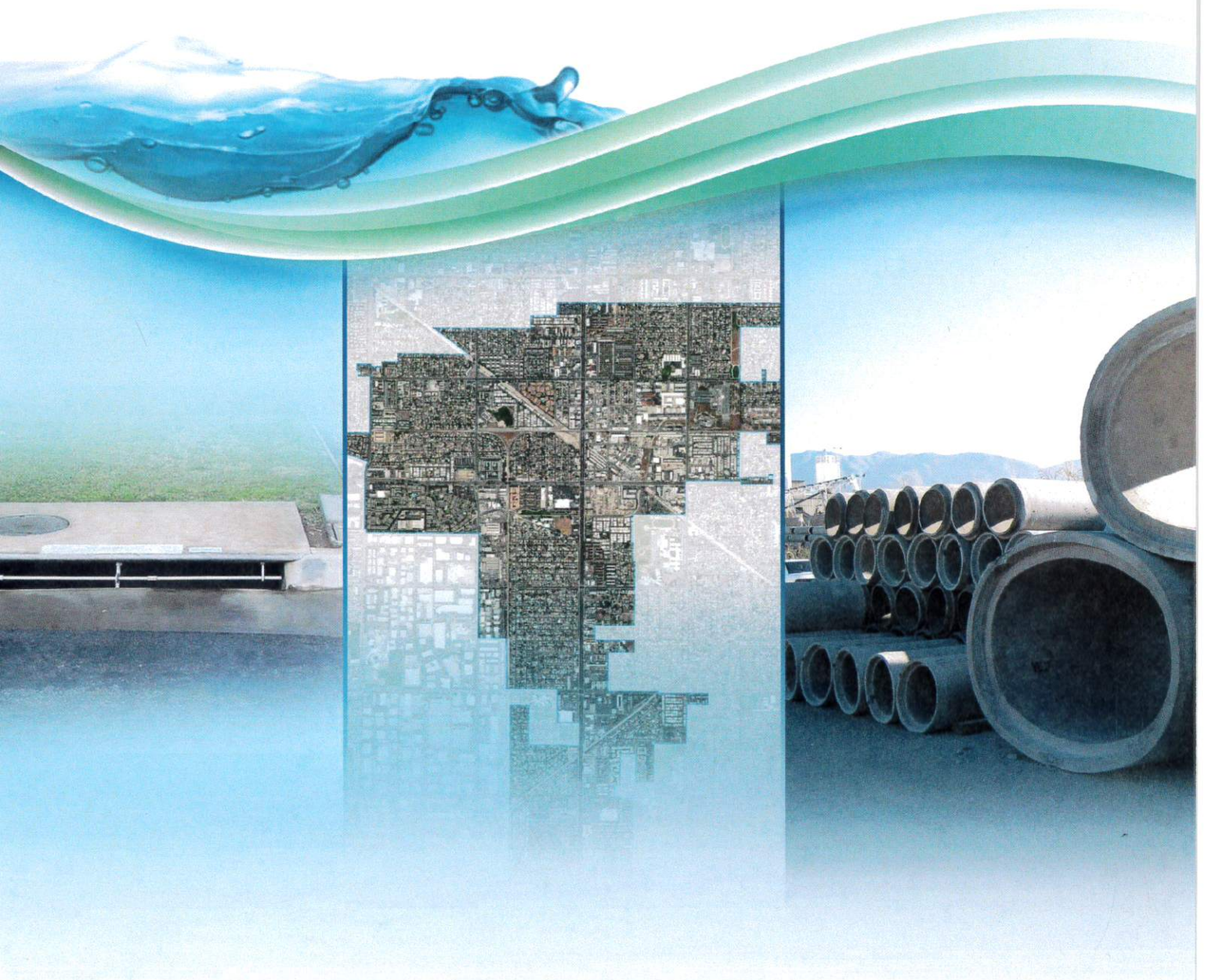
17520 NEWHOPE STREET, SUITE 200  
FOUNTAIN VALLEY, CA 92708  
714.481.7300 | WWW.PACEWATER.COM

#C214 – OCTOBER 24, 2023

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# LETTER OF **TRANSMITTAL**







October 24, 2023

Cesar Rangel, PE *Public Works Director / City Engineer*  
City of Stanton Public Works & Engineering Department  
7800 Katella Ave, Stanton, CA 90680

**Re: Professional Engineering Design Proposal for the City of Stanton  
Storm Drain Master Plan Update**

Dear Mr. Rangel,

The City of Stanton is proactively planning for future storm drain CIP needs by seeking a qualified consultant team to develop an updated storm drain master plan (SDMP) that will appropriately assess and prioritize improvement needs to ensure adequate drainage infrastructure. PACE offers a highly specialized engineering team for drainage planning and design with extensive history and experience in hydrology, hydraulics, and design following the Orange County standards and procedures necessary for the SDMP.

Our team will follow a demonstrated approach to developing a comprehensive and practical SDMP that follows the philosophy to “begin with the end in mind,” to ensure the City’s goals are thoroughly addressed. Up-front efforts such as base data collection and CCTV inspections will draw upon local / City experience and a significant database of existing map information PACE has from stormwater management planning efforts performed for OC Public Works. The hydrology and hydraulics portion of the analysis is envisioned to meet Orange County’s standards while streamlining the CIP projects for cost-effectiveness. The prioritized list of recommendations will draw from decades of drainage master planning experience and input from the City to develop vetted prioritization criteria. The resulting master plan document will present a clear road map for CIP planning efforts that will ensure maximum value from the prioritization schematic.

As Project Manager, Rebecca Kinney offers the City 28 years of specialized stormwater management engineering experience, completion of over 25 drainage master plans and at least 15 of those were performed in Orange County, mostly for municipalities. She will serve as the project’s main point of contact and I will serve as a back-up contact to her.

**CONTRACTUAL OBLIGATION ENTITY  
INFORMATION**

**Full Legal Entity Name:**  
Pacific Advanced Civil Engineering, Inc.

**Type of Business:**  
California Corporation

**State of Incorporation:**  
California

**Address:**  
17520 Newhope St., Suite 200, Fountain Valley,  
CA 92708

**Contact:**  
Rebecca Kinney, PE, CFM  
(714) 481-7258

**Back-up Contact:**  
Jose Cruz, MS, PE  
(714) 481-7248

**KEY BENEFITS THE CITY WILL RECEIVE BY SELECTING OUR TEAM FOR THIS PROJECT:**

- **Efficient Plan Development Process** developed through decades of experience performing master planning services following Orange County Hydrology and local drainage standards.
- **Extensive Data Already Collected to Hit-the-Ground Running:** Team has collected extensive data on the North Orange County storm drain infrastructure, which will jump-start mapping and analysis of the City and regional systems impacting the City.
- **CIP Prioritization Guidelines** driven by experience from several local and similar communities drainage infrastructure needs.
- **Specialized and Automated Technical Analyses** meeting County standards and proven to maximize the benefit of each individual analysis tool employed.
- **Local Team Readily Available to the City:** All PACE team members are locally based in Fountain Valley enabling ease of coordination for site visits and in-person collaboration with City staff as desired. Our team is also personally invested in the success of our local communities such as Stanton.

Our team has reviewed the RFP and available data related to the SDMP update efforts in detail in order to develop a thorough and practical proposal based on my decades of experience performing similar assessment and planning efforts.

Our proposal shall remain valid for 90 days from 10/24/23. PACE is in receipt of Addendums No. 1, No. 2 and No. 3. All information submitted within the enclosed proposal is true and correct to the best of our knowledge. We look forward to partnering with City staff to develop a clear road map that will successfully support the City’s objectives and success.

Sincerely,  Jose Cruz, MS, PE, QSD/QSP  
Stormwater Management Division Manager



mobile: (714) 514-8870

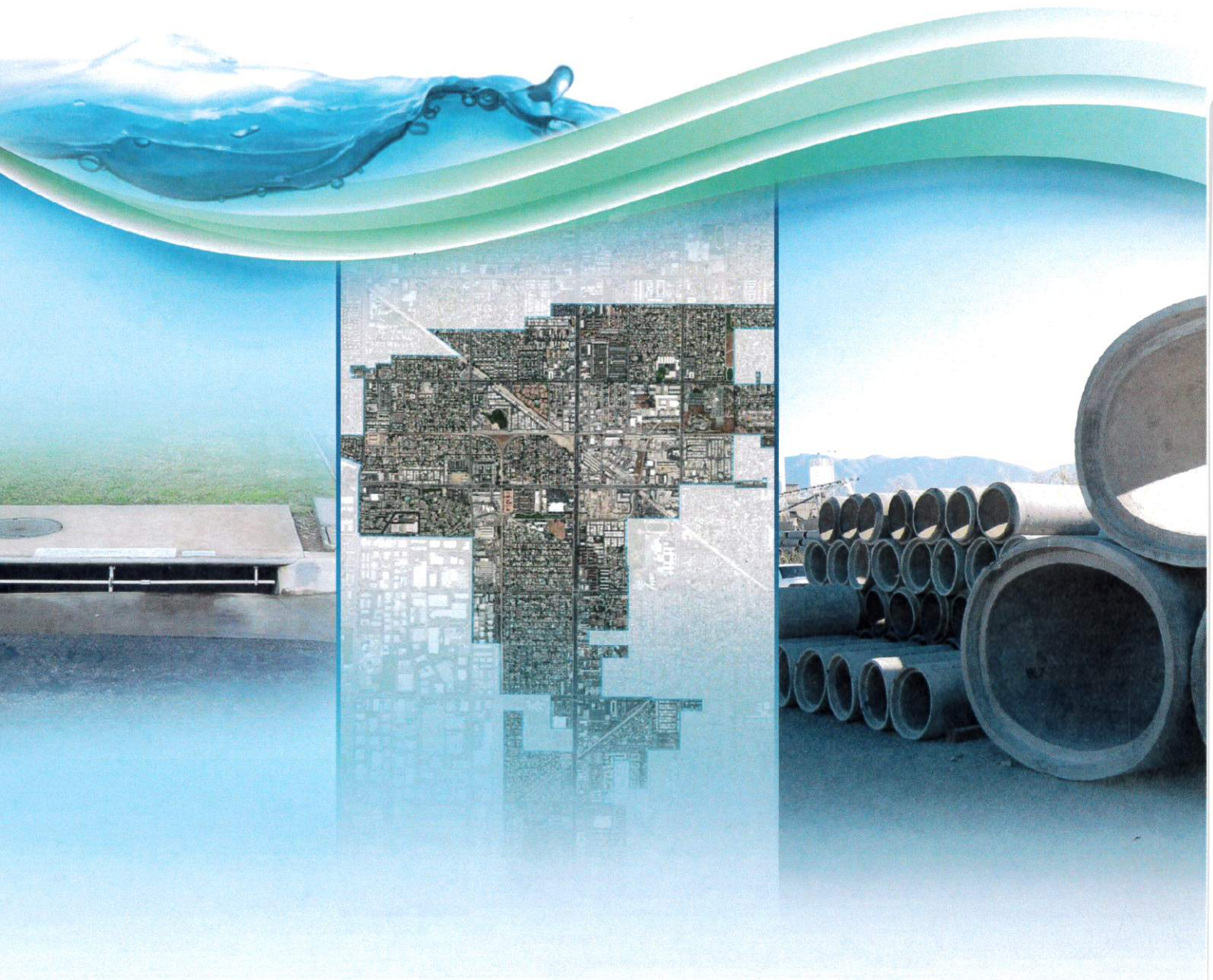
office: (714) 481-7248

e-mail: [jcruz@pacewater.com](mailto:jcruz@pacewater.com)

17520 Newhope Street, Suite 200 - Fountain Valley, CA 92708

# FIRM STRUCTURE **AND HISTORY**

FIRM STRUCTURE  
AND HISTORY



# ABOUT PACE

PACE is an approximately 95-person civil engineering firm (corporation) formed in 1987 and headquartered in Fountain Valley, CA with a regional office in Scottsdale, AZ that specializes solely in **environmental water resources** through advanced technical analysis, design, and applied research. **All project services will be performed from our Fountain Valley (Orange County) office.** PACE offers a wide range of applied engineering services and research related to water, wastewater, stormwater management, water resource permitting, and regulatory compliance to make water resource projects both economically viable and environmentally sustainable. Our engineering approach focuses on solving unique, real-world challenges while supported by leading-edge specialized technical capabilities. Our clients rely on our expertise in hydrology, hydraulics and river engineering to help them **develop practical solutions to challenging problems.** PACE is unique from other engineering firms since we balance advanced engineering analyses/design with applied research and laboratory investigation.

“  
**advanced hydraulic solutions  
 to complex watershed problems**  
 ”



Incorporated  
 Year **1987** / State of  
**California**

Employees (approx.) Firm **95**

**Contact Person** Rebecca Kinney, PE, CFM *Project Manager*  
 D (714) 481-7258 | C (949) 274-2826 | rkinney@pacewater.com



Headquarters: 17520 Newhope St., Suite 200, Fountain Valley, CA 9270 | (714) 481-7300  
 Branch Office: 8723 E. Via de Commercio, #A-204, Scottsdale, AZ 85258 | (480) 991-3595

Firm Type **Civil / Environmental Engineering**



Stormwater  
 Management



Water / Wastewater  
 Treatment

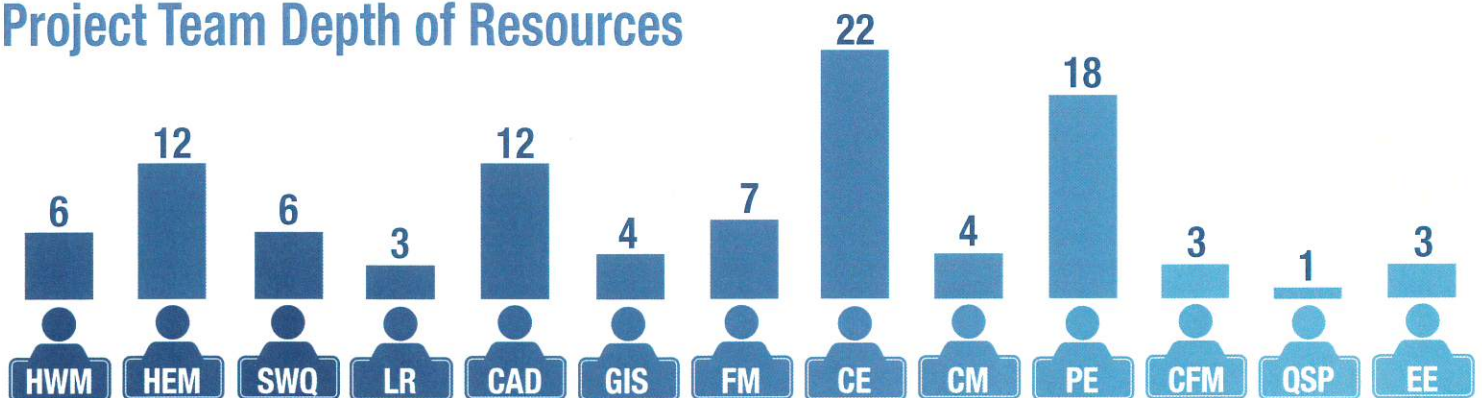


Permitting  
 Requirements

## OWNERS AND PRINCIPALS

- Cory Severson, PE *Chief Executive Officer*
- Mark E. Krebs, PE *President/Chief Financial Officer/Secretary*
- James Matthews, PE *Sr. Vice President*
- Andrew Komor, PE *Sr. Vice President*
- Gary Tolosa *Chief Technology Officer*
- Mike G. Krebs, PE *Vice President*
- Michelle Hoalton, MBA, CPSM *Vice President*
- Duong Do, PE, F.ASCE *Vice President*
- Duncan Lee, PE *Vice President*
- Elizabeth Yang, MS *Vice President*
- Andrew Ronnau, PE, PhD *Vice President*
- Jose Cruz, MS, PE, QSD *Vice President*
- Zirang Song, MS, PE *Vice President*
- Tony Howze *Vice President*
- Ron Rovanseck, PE, PhD, LEED AP *Vice President*
- Dianne Lora *Vice President*
- Robert Murphy, PE *Sr. Project Manager*
- Jacob Peterson, PE *Sr. Project Manager*
- Ernesto Camarena  
*Sr. Instrumentation and Controls Specialist*
- Tom Gutierrez *CAD Production Manager*

## Project Team Depth of Resources



**HWM** Hydrologist/Watershed Modeler (6)  
**HEM** Hydraulic Engineer/Modeler (12)  
**SWQ** Stormwater Quality Engineer/Analyst (6)  
**LR** Laboratory Researcher (3)  
**CAD** Computer Aided Drafting (12)

**GIS** Geographic Information Systems (4)  
**FM** Field Monitoring (7)  
**CE** Construction Estimator (22)  
**CM** Construction Management (4)  
**PE** PE Professional Engineer (18)

**CFM** Certified Floodplain Manager (3)  
**QSP** QSP/QSD (1)  
**EE** Electrical Engineer (3)

## Hydrology / Hydraulics / River Engineering Specialization

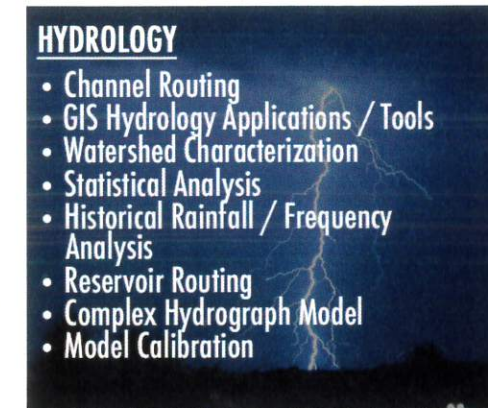
PACE is highly specialized in the watershed hydrology and river mechanics / sediment transport fields with a team of specialists with a solid background in floodplain hydraulics and river engineering disciplines, including complex hydrology, advanced hydraulics / hydrodynamics, urban drainage facility planning, sediment transport, geomorphology, river floodplain and stability analysis, watershed characterization and response, stormwater quality treatment facilities, hydrologic mitigation and computer modeling, hydrology analysis, statistical and predictive hydrology, design of new and innovative hydraulic facilities, and urban stormwater management systems. We offer a myriad of advanced "state-of-the-art" analytical tools for planning and design facilitating comprehensive stormwater management solutions to complex problems.

Our continued "research" in the areas of hydrology and hydraulics provides PACE with a practical understanding of hydraulic processes in nature. We specialize in integrating natural sciences with water

resource engineering to create long-term sustainable solutions for stormwater and watershed systems. A unique feature of PACE is our ability to test new design concepts with physical model prototypes in our in-house hydraulic lab and advanced computer modeling. In addition, we offer our clients our insight in the current state-of-the-art applications and understanding of the current regulatory issues.

The PACE team includes licensed professional engineers with PhDs, scientists, university instructors, and personnel who are recognized as leading experts in the field providing consultation throughout the western United States and internationally, as well as featured speakers at many technical conferences in the field.

## Successful Track Record Performing Stormwater Management Engineering Services to Public Agencies on As-Needed Basis



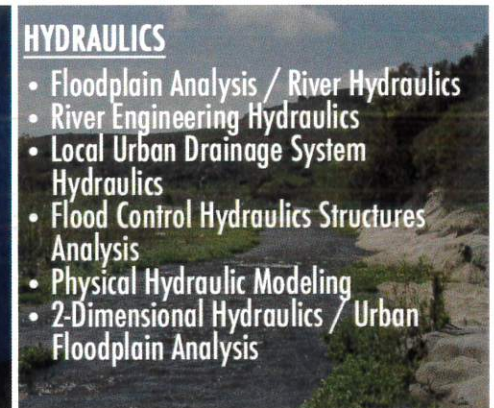
### HYDROLOGY

- Channel Routing
- GIS Hydrology Applications / Tools
- Watershed Characterization
- Statistical Analysis
- Historical Rainfall / Frequency Analysis
- Reservoir Routing
- Complex Hydrograph Model
- Model Calibration



### SEDIMENT TRANSPORT

- Sediment Yield
- Geomorphology
- Movable Bed Models
- Alluvial Channel Resistance
- Sediment Characterization
- Bank Stabilization
- Scour Countermeasure



### HYDRAULICS

- Floodplain Analysis / River Hydraulics
- River Engineering Hydraulics
- Local Urban Drainage System Hydraulics
- Flood Control Hydraulics Structures Analysis
- Physical Hydraulic Modeling
- 2-Dimensional Hydraulics / Urban Floodplain Analysis



### FLOOD CONTROL FACILITIES

- Flood Control Facility Planning / Design
- Flood Protection Feasibility Analysis
- Emergency Flood Protection Repair Design / Planning
- FEMA Regulatory Requirements and Compliance
- FEMA Map Revisions
- Levee Certification
- Detention / Retention / Sediment Basin Design / Analysis

PACE is regularly relied upon for on-call as-needed services and continues to deliver a quality, timely product. On a regular basis, PACE has on-call contracts renewed, attesting to the high level of services provided.

### DEPARTMENT / DIVISION

Orange County Public Works – Environmental Resources OC Watersheds

Orange County Public Works – Infrastructure Programs

City of Anaheim Public Utilities Division

Los Angeles County Public Works and Waterworks Flood Control Division

Los Angeles County Safe Clean Water Program

Los Angeles County Water Resources Division

Riverside County Flood Control & Water Conservation District

Ventura County Watershed Protection District

City of Palmdale

▲ A selection of our on-call contracting history with southern California agencies.

# KEY QUALIFICATIONS

Collectively, our team offers several unique qualifications including:



Experience with Master Drainage Plan analysis and design within Orange County following County standards and Project Manager (Rebecca Kinney) has completed over 25 Stormwater Master Plans.



PACE assisted the County to develop the North Orange County storm drain infrastructure data, which includes much of the City's facilities and regional facilities impacted by the City, supporting robust base mapping.



Proven approaches such as the appropriate mix of modeling systems to meet County standards, practical prioritization tiers for Capital Improvement planning and thorough and easy to follow documentation.



Expertise in hydraulics and hydrology, fluent in multiple analysis and modeling packages.



Specialized design experience to support a practical plan for phased CIP implementation.



Specialized alternative analysis and selection techniques to derive most advantageous solution.



System-oriented modeling that provides City tools to use and extend for future project needs.



Value-driven innovation to provide approaches within economic constraints.

# RELEVANT PROJECT EXPERIENCE

## Orange County Flood Control Master Plan *Orange County, CA*

While employed by another firm, Ms. Kinney served as Project Manager and led engineering and GIS for the development of a GIS ranking tool to assist the County in development of their CIP projects for their Regional Flood Control Project. The goal was to create a living decision-making and tracking tool for use by the County for CIP planning and public communication. The team created a web-based portal that was customized using Python scripting to use existing data such as land use, floodplains, deficiency ratings, O&M data, and proposed improvement projects to determine which projects should be considered the most important for CIP planning. The total data set included over 3,000 independent line segments.

The tool includes the rating and ranking approximately 150 Regional Flood Control Projects. Projects included both deficiency projects and projects that were sufficient capacity but required maintenance. The end products were two webtools, one for viewing the rating and ranking data and one for editing the data and a user's manual. The user's manual describes the rating and ranking system and the development and use of the web tool.

Coordination between the County and representative City Engineers as part of the County's City Engineer's Flood Control Advisory Committee (CEFCAC) was also a key component.

### Evaluation Criteria - Project Weighting and Ranking

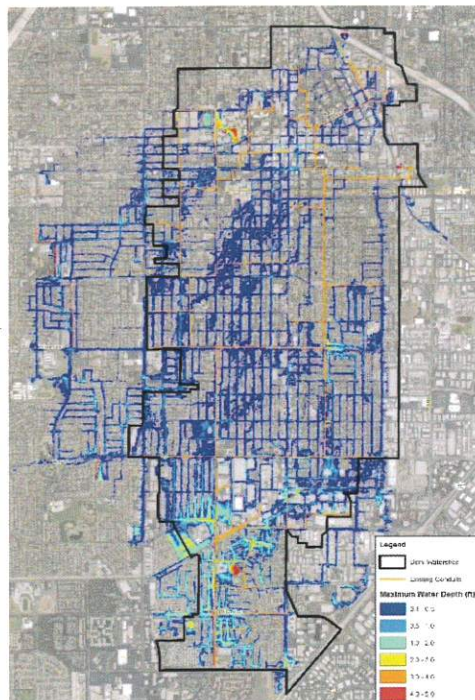
- Each Project criteria was scored from 1-5.
- Final project ranking by weighting of all 10 criteria – weighting is multiplied by the score, added and then normalized to a baseline of 100.

Project Ranking Criteria	Assigned Weight	Project Ranking Criteria	Assigned Weight
GIS/Map Comparison	20	GIS/Map Comparison	20
History of Overtopping	20	History of Overtopping	20
Location of the Facility	20	Location of the Facility	20
Climate Maintenance	20	Climate Maintenance	20
Floodplain	20	Floodplain	20
ROW Feasibility	10	ROW Feasibility	10
GIS to CIP Integration	50	GIS to CIP Integration	50
Climate Resilience Impact	20	Climate Resilience Impact	20
Environmental Constraints/Permitting	10	Environmental Constraints/Permitting	10
O&M Requirements/Challenges	8	O&M Requirements/Challenges	8

### Relevant Features

- Stormwater Master Plan
- CIP recommendations
- GIS mapping and analysis
- Project included both capacity and maintenance improvements

## City of Anaheim Master Plan of Storm Drainage for North & West Santa Ana River Tributary Areas *Santa Ana, CA*



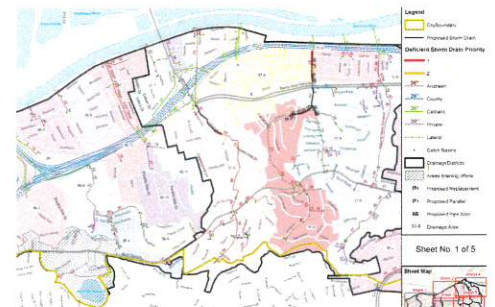
While employed by another firm, Ms. Kinney served as the Project Manager and led this comprehensive storm drainage master plan for the North and West Santa Ana River tributary areas for the City of Anaheim. The new plan was based on previous studies for the areas, updated to account for current hydrology methods, new hydrology modeling in areas without existing studies, improvements to the storm drain/tributary channel systems, and the latest land use planning. The study used AES Orange County module for the hydrology and WSPG for the storm drain hydraulics, and street capacity was calculated using a spreadsheet and normal depth calculations. The project required extensive coordination with both the City, the County, and the neighboring City Yorba Linda. The priority and ranking system for the master plan were categorized into 3 levels depending on the severity of street flooding based on the street type. These results were then carried into the City's CIP planning.

### Relevant Features

- Storm Drain Master Plan
- Hydrologic & hydraulic analysis
- Storm drain mapping
- GIS mapping and analysis
- Channel modeling
- Consistency with Orange County Standards
- CIP recommendations

## City of Anaheim South and East Tributaries to the Santa Ana Master Plan of Drainage *Anaheim, CA*

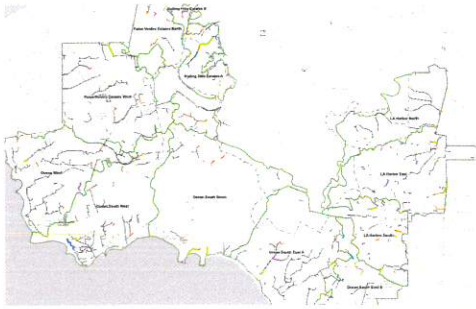
While employed by another firm, Ms. Kinney served as Project Manager, leading GIS services, hydrologic and hydraulic storm drain analysis, and channel modeling using XP-WSPGW, as well as defining new capital improvement projects to relieve flooding in the southeast portion of the city. This project expanded on the work completed as part of the North and West Tributaries Master Plan. The use of XP-WSPGW allows an integration between the GIS data, the hydraulic model, and each conveyance. This allows the model to be easily updated in the future and helps the city manage its drainage infrastructure assets. Ms. Kinney led the analysis of the City's storm drain system in accordance with the Orange County Hydrology manual. Storm drain analyses were completed using XPWSPG, which integrates the WSPG program into an easier to use interface. Dual links were utilized to allow the street capacity of various street designations (i.e. collector, interior, 4 lane primary, etc.) to be considered in the analysis of the storm drain system. Depths were calculated and compared to the City of Anaheim drainage criteria to determine deficiencies. Proposed improvements incorporated the combination of street capacity and storm drain conveyance and considered parallel systems and facility replacements. Cost estimates were completed for all proposed improvements and a prioritization criterion was developed with the City based on depth of flooding and street type designation. GIS was used to complete all exhibits and assist in gathering data for the XP program to utilize. The city's storm drain GIS database was also updated for use importing into the model. As-builts were collected, and storm drain lines and structures were populated with information necessary for modeling. Populated fields included but was not limited to upstream and downstream inverts, pipe length, slope, diameter/size, geometry, as-built date, and owner. Orange County benchmarks were reviewed to convert inverts from the 1929 datum to the 1988 datum for older as-builts.



### Relevant Features

- Stormwater Master Plan
- Hydrologic & hydraulic analysis
- Storm drain mapping
- GIS mapping and analysis
- CIP recommendations
- Consistency with Orange County Standards
- Channel modeling

## City of Rancho Palos Verdes Storm Water Master Plan *Rancho Palos Verdes, CA*



While employed by another firm, Ms. Kinney served as Project Manager, leading engineering services to prepare a citywide drainage master plan. The Rancho Palos Verdes Stormwater Master Plan for the City of Rancho Palos Verdes required drainage planning management for the overall Stormwater Master Plan for the City. The flood control portion of the report includes the use of the XPSWMM model for both hydrology and hydraulics. The team developed a GIS database and facility mapping tool as part of the City's Stormwater Master Plan, with the mapping tool being utilized to gather field data and keep the City informed. Data gathering for the project included filling in missing as-built data, such as inverts and facility naming. The hydrology and hydraulics modeling was completed using GIS, XPSWMM, and XPWSPGW. The CIP prioritization criteria included the structural integrity of the system using results from the 2015 on 2012 CCTV inspection. Projects were identified as having one of 3 categories. The first two included results of the CCTV inspection and the third priority was only for flooded depth on local streets.

### Relevant Features

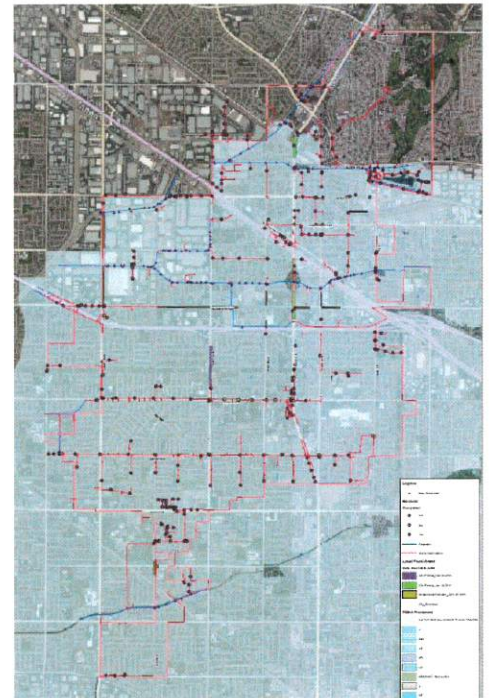
- ◆ Stormwater Master Plan
- ◆ Hydrologic & hydraulic analysis
- ◆ Storm drain mapping
- ◆ GIS mapping and analysis
- ◆ CIP recommendations
- ◆ Project included both capacity and maintenance improvements

## City of Buena Park Storm Drainage Master Plan *Buena Park, CA*

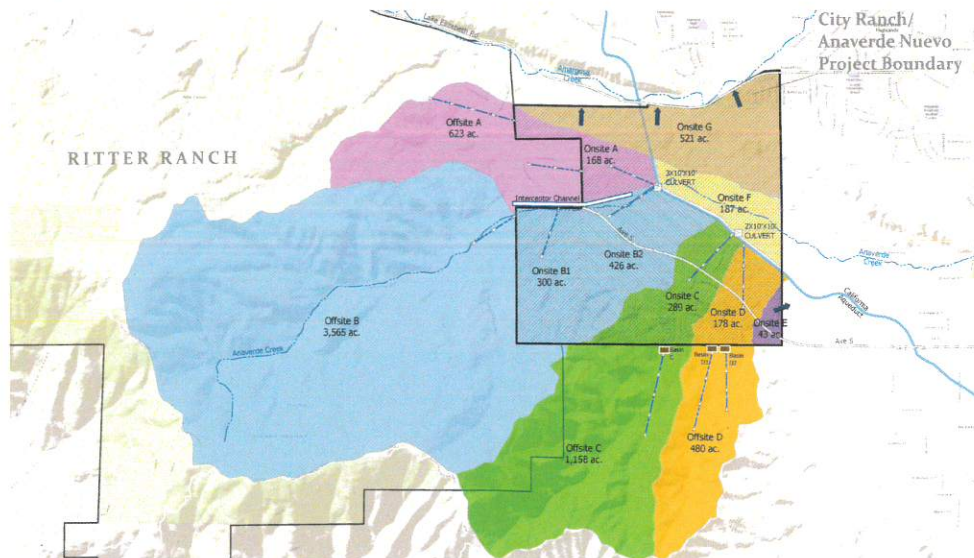
While employed by a different firm, Ms. Kinney served as Quality Control for engineering services to prepare a citywide drainage master plan. Services included field investigations, CCTV video surveys, storm drain mapping, hydrodynamic modeling, regulatory compliance analysis, best management practice (BMP) retrofit recommendations, GIS geodatabase update, and master plan report preparation. This project included field verification and identification of all drainage infrastructure and a video survey and evaluation of existing drainage facility conditions. Ms. Kinney's previous team performed regional and local hydrologic calculations and hydraulic capacity and analyzed proposed infrastructure sizing using the U.S. Environmental Protection Agency's Storm Water Management Model. Ms. Kinney's previous team also evaluated the city's compliance with the state and local water quality requirements. Using a web-based geographic information system for watershed analysis, the team identified and mapped potential locations for BMP retrofits. The team proposed new BMP facilities on a regional and local level and updated the city's GIS database with all existing and proposed BMPs. The BMP retrofit recommendations and mapping were included in the drainage master plan report.

### Relevant Features

- ◆ Stormwater Master Plan
- ◆ Hydrologic & hydraulic analysis
- ◆ CIP recommendations
- ◆ Storm drain mapping
- ◆ GIS mapping and analysis
- ◆ Regulatory compliance analysis
- ◆ Consistency with Orange County Standards
- ◆ Project included both capacity and maintenance improvements



## City of Palmdale Anaverde Creek Watershed Drainage Master Plan Update *Palmdale, CA*



### Relevant Features

- ◆ Stormwater drainage master plan update
- ◆ Hydraulics / hydrology
- ◆ Floodplain mapping
- ◆ GIS mapping and analysis
- ◆ CIP Planning and cost estimating

The City of Palmdale hired PACE to perform an update to the Anaverde Creek Watershed Master Drainage Plan (MDP). The work includes revised hydrology and hydraulics analyses for the upper and lower Anaverde Creek watershed, design of an 816 ac-ft. detention basin including inflow and outflow conveyance utilities and energy dissipation, preliminary construction drawings, construction cost estimates, and preliminary design report documentation. The design manages current and future flooding from Anaverde Creek, and removes the 100-year floodplain from a large area of the city. The design also protects the transit depot area which is critical to the proposed high-speed rail segment planned through the city. The MDP and preliminary construction documents provide a basis for final design and construction drawings, and provide the city with documented information for seeking funding for construction of the large regional flood protection system.

## Ventura County Watershed Protection District Port Hueneme Drain Stormwater Pump Station Condition and Drainage Assessment *Port Hueneme, CA*

PACE was retained by the Ventura County Watershed Protection District to provide performance analysis and operational assessments of the 440 CFS (200,000 GPM) Hueneme Drain Pump Station, which is the sole drainage mechanism for approximately 623 acres in Port Hueneme, California. The county anticipated that a substantial pump station capacity increase was desired to alleviate periodic flooding at multiple areas in the city. The county sought the PACE study as a reference for planning pump station upgrades and to ensure future operational reliability.

PACE developed a complete hydrologic and hydraulic analysis of the drainage conditions on the 623-acre watershed, including surface flow and ponding, channel conveyance, and Hueneme Drain Pump Station hydraulics using HEC-RAS 2D and XPSWMM. The hydraulic analysis revealed that an expensive pump station capacity increase was not a necessary or appropriate solution to eliminate the flooding in Port Hueneme. The PACE work also revealed that channel maintenance to clear vegetation within the channel would have a limited effect on flood management. The PACE work outlined modest electrical system upgrades, and revised operational settings that would provide improvements to the pump station and area drainage system performance, providing safe stormwater drainage for the city. The PACE study resulted in substantial capital improvement and public works savings for the county, and avoided extensive permitting and approval costs.



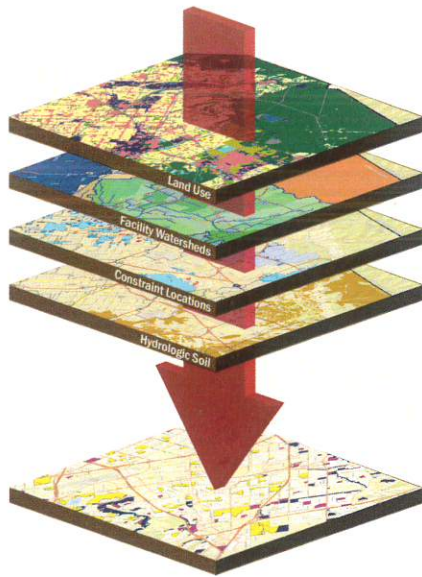
### Relevant Features

- ◆ Regional hydrologic analysis using HEC-HMS
- ◆ Complex one-dimensional and two-dimensional hydraulic modeling
- ◆ Hydraulic capacity analysis/flood protection analysis



# County of Orange Watershed Infiltration Hydromodification Management Plan (WIHMP)

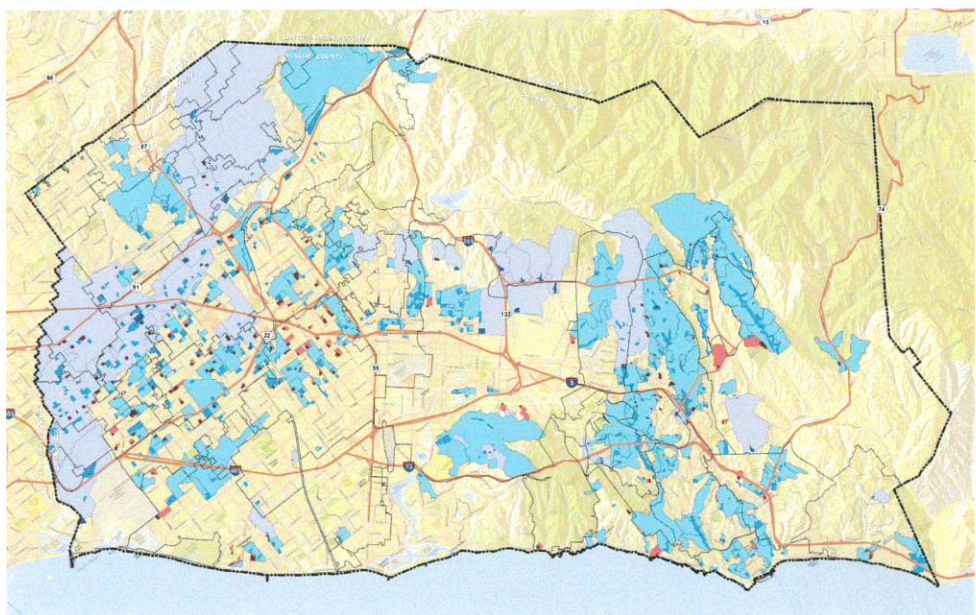
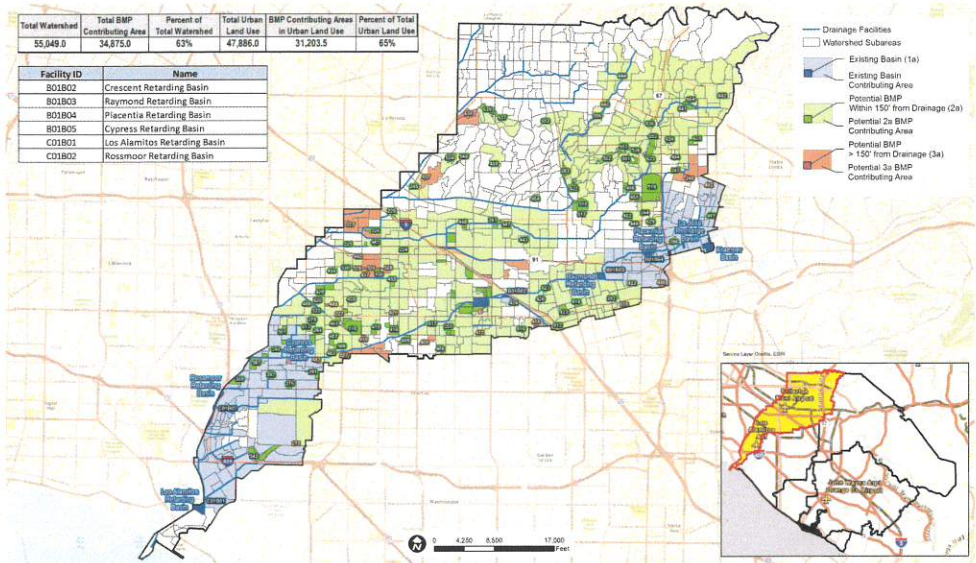
Orange County, CA



PACE performed a watershed planning analysis of all of the regional watersheds within the County of Orange to illustrate how to implement new control measure requirements to mitigate stormwater quality and hydromodification for surface runoff. These measures include low impact development (LID), hydromodification conditions of concern (HCOC), and tools to support long-term watershed master planning goals. The planning process involved a multi-step process of characterizing and analyzing the watershed and sub-surface conditions utilizing sophisticated GIS mapping tools. This information was developed with the intent to support watershed plan development for each of the 11 regional watersheds in the county to identify opportunities for sub-regional centralized BMPs focusing on integrated water resources benefits. The project resulted in a dynamic planning tool that provides watershed-specific support for integrating water quality, hydromodification, water supply and habitat protection issues as part of selecting and designing BMPs to meet the requirements of the County's Model Water Quality Management Plan (WQMP).

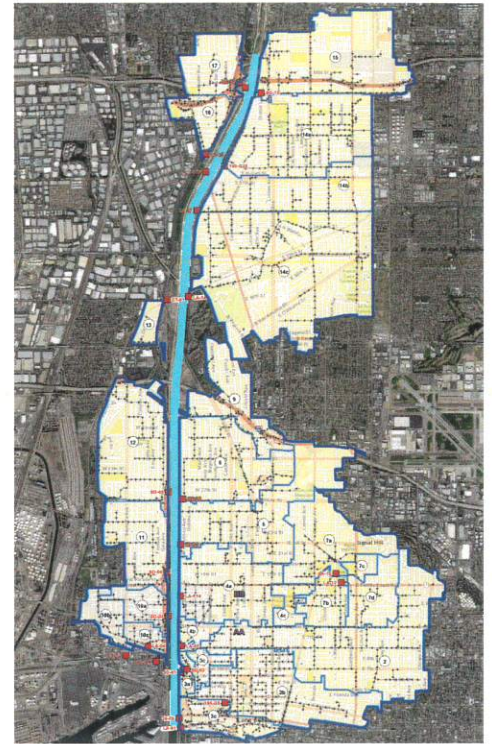
## Relevant Features

- GIS database of existing drainage facilities
- GIS based mapping of watershed sub-areas
- Watershed connectivity for intelligent watershed mapping
- Automated watershed facility calculation tools
- Watershed information mapping database characteristics and constraints to assist a site-specific user



# Long Beach Municipal Urban Stormwater Treatment (LBMUST) Master Planning and Preliminary Design Long Beach, CA

As part of the Koa Consulting team, PACE supported the development of a ground-breaking large-scale urban dry weather / stormwater treatment facility to meet stringent Los Angeles River TMDL limits by treating runoff that currently flows into the LA River from the 91 freeway to the termination of the 710 freeway along the Los Angeles River corridor within the City of Long Beach. Dry weather runoff and first-flush storm event flows will be conveyed to a state-of-the-art treatment facility producing Title 22 quality effluent. As part of this system, nearly 26,000 linear feet of storm drain diversion improvements were planned, and 30% design plans were prepared. Cost-effective flow conveyance methods were identified using existing storm drains and diversion structures to minimize the construction of new facilities, and PACE performed field flow monitoring to confirm numeric flow characteristic estimates. GIS mapping and analysis of the watersheds and storm drains, including sub-watershed delineation to enable fast and accurate hydraulic flow calculations and field surveying to accurately map surface flows. This strategy reduced the total amount of new pipeline required by over 60%. All of the new interconnecting force mains between the existing storm drain pipes are in an existing public right-of-way and utilize a variety of streets in order to minimize the connection length between storm pipe systems.



### Relevant Features

- ◆ GIS mapping and analysis of watersheds and storm drains
- ◆ Field flow monitoring and watershed characterization
- ◆ Regional BMPs / LID features

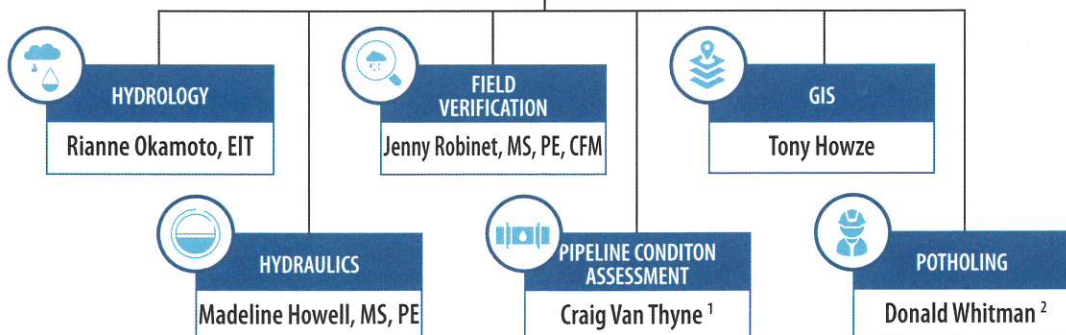
## TEAM ORGANIZATION CHART



**PROJECT MANAGER**  
Rebecca Kinney, PE, CFM

**PRINCIPAL / QA/QC**  
Jose Cruz, MS, PE, QSD/QSP

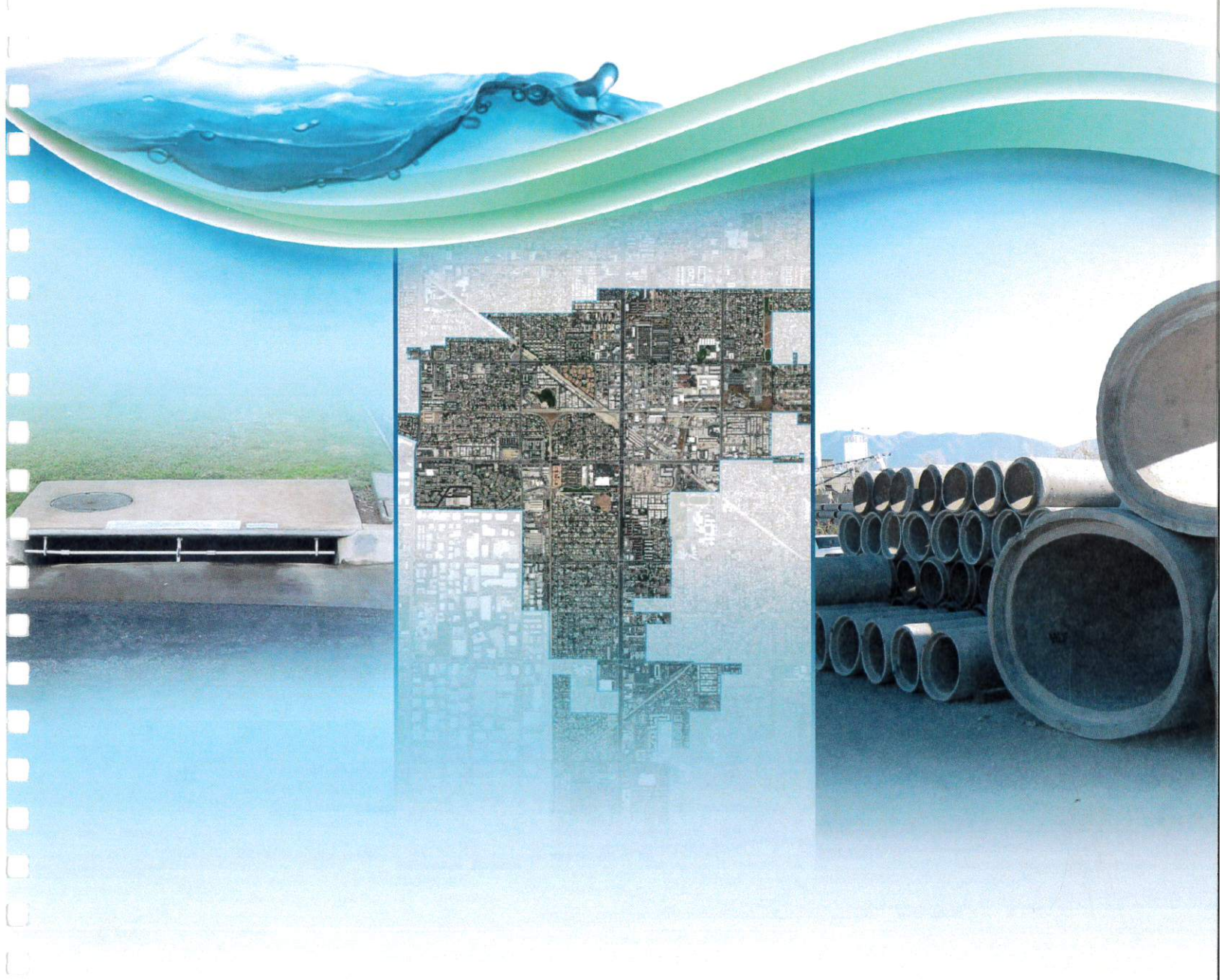
**MASTER PLANNING**  
Andrew Ronnau, PhD, PE



### subconsultants

1. Empire Pipe Cleaning Equipment
2. BESS Testlab, Inc.

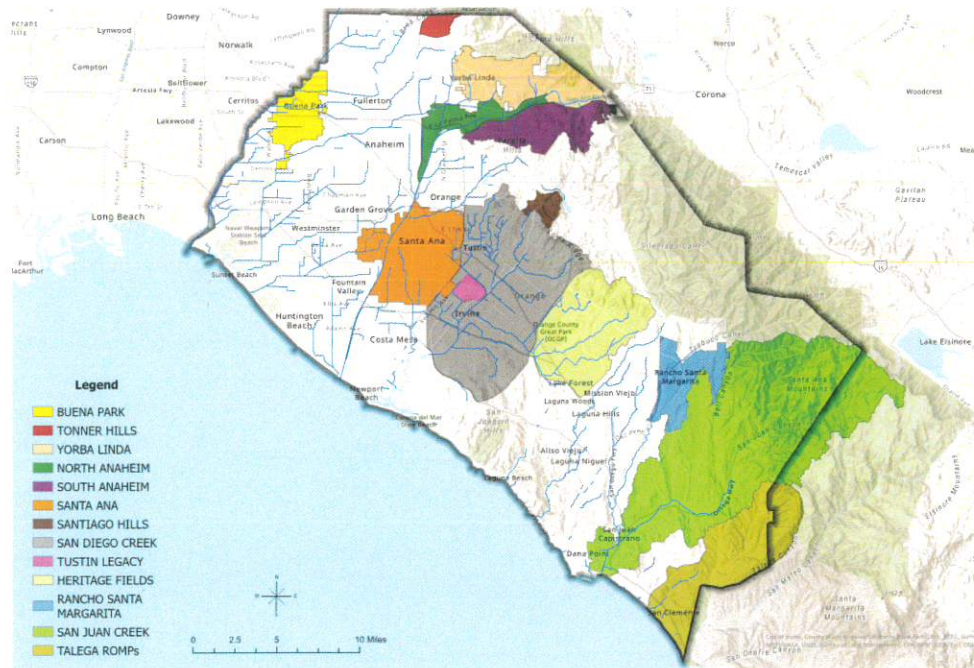
KEY  
**PERSONNEL**



# PROJECT MANAGER

The project and team will be managed by Rebecca Kinney, PE, CFM who has 28 years of comprehensive watershed master planning experience in Orange County. In fact, she has been involved in watershed studies that cover over 40% of the County of Orange. She served as project manager on many of these projects.

Rebecca has extensive experience in all phases of stormwater management projects including planning, design, and construction. This allows her to anticipate design needs when preparing planning documents such as the City's master plan update. She has also been a consultant to Orange County Public Works throughout her entire career. Through work she completed for Orange County Public Works on the Orange County Regional Flood Control Master Plan, she is already familiar with the Stanton regional systems and maintains excellent contacts with



▲ Rebecca Kinney's stormwater master planning experience in Orange County.

Her project management philosophy includes integrating the City as a key team member in the Master Plan Update process. Through consistent communication and sharing of deliverables throughout the process, the City will remain informed of the progress on each of the major project milestones. A critical part of communication with the City comes during the CIP and Prioritization Process. Rebecca has extensive experience in facilitating prioritization workshops to gain consensus on rating and ranking projects with diverse interests. Rebecca's proactive management approach and watershed expertise will drive the project, giving you peace of mind and time to tend to other City priorities.

## DISPATCH EMERGENCY CONTACT INFO

Listed below are the designated dispatch/emergency contacts for this project, who can be contacted directly in the event that an urgent matter arises.



**Rebecca Kinney, PE, CFM**  
Sr. Project Manager  
direct: (714) 481-7258  
mobile: (949) 274-2826  
email: rkinney@pacewater.com



**Jose Cruz, MS, PE, QSD/P**  
Vice President, Stormwater Division  
direct: (714) 481-7248  
mobile: (714) 514-8870  
email: jcruz@pacewater.com



**Andrew Ronnau, PhD, PE**  
Vice President, Stormwater Division  
direct: (714) 481-7257  
mobile: (714) 514-5485  
email: aronnau@pacewater.com



# project manager

## Rebecca Kinney, PE, CFM

### EDUCATION

BS Civil Engineering, California State Polytechnic University, San Luis Obispo – 1995

### YEARS OF EXPERIENCE

28 Years  
Joined PACE in 2023  
25+ years with Michael Baker

### REGISTRATIONS

Professional Engineer / CA 1999 / 58797  
Certified Floodplain Manager Certification: US-19-11256

### AFFILIATIONS

American Water Works Association (AWWA)  
Water Environment Federation (WEF)

### PUBLICATIONS

Rebecca Kinney and Anna Lantin, "Coastal Community Incorporates Sustainable Design," Urban Water Management, 2007

Rebecca has extensive experience in all phases of stormwater management projects including planning, design, and construction. Her experience has focused on development of Master Plans of Drainage, which focus on storm drainage facility sizing, CIP planning, stormwater NPDES compliance, stream stability, and floodplain management. Rebecca's experience includes over 25 stormwater master plans, including at least 15 located in Orange County. She has worked on several projects involving storm drain design and water quality feature design for compliance with MS4 regulations. Rebecca also has extensive experience in all areas of floodplain management and floodplain revisions. She has completed over 20 different floodplain mapping and revision projects for cities, counties, developers, and the United States Army Corps of Engineers. Her Flood Insurance Rate Map revision experience includes processing map revision models by approximate methods

### RELATED EXPERIENCE

#### Orange County Flood Control Master Plan – Orange County, CA

As Project Manager, Ms. Kinney was Responsible for the engineering and GIS support for the development of a GIS based ranking tool to assist the County in the development and prioritization of their Capital Improvement Projects (CIP). The goal of the project was to create a living decision making and tracking tool for use by the County for CIP planning, and public communication. The process included rating and ranking approximately 150 potential CIPs. Python scripting was used to automate the evaluation and prioritization processes. A GIS web-based application was developed to either view or edit the prioritization process.

#### City of South San Francisco Storm Drain Master Plan – South San Francisco, CA

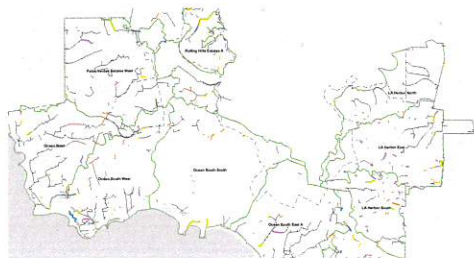
Ms. Kinney Provided QA/QC services for the Storm Drain Master Plan which utilized the integrated unsteady hydrology and hydraulics model XP-SWMM. Michael Baker assisted the city in completing a comprehensive storm drain master plan to upgrade deficient systems and meet the requirements of the Municipal Regional Permit. Michael Baker worked in close coordination with city staff to refine and prioritize objectives, analyze available information supplemented by carefully planned field work, develop a comprehensive hydraulic/hydrologic model, and combine data with criteria and constraints to provide the foundation for a capital improvement program.

#### City of Rancho Palos Verdes Stormwater Master Plan – Rancho Palos Verdes, CA

Ms. Kinney served as the Task Manager for the Rancho Palos Verdes Stormwater Master Plan for the City of Rancho Palos Verdes, providing drainage planning management for the overall Stormwater Master Plan for the City. The flood control portion of the report includes the use of the XPSWMM model for both hydrology and hydraulics. The team developed a GIS database and facility mapping tool as part of the City's Stormwater Master Plan. The mapping tool was utilized to gather field data and keep the City informed. Data gathering for the project included filling in missing as-built data, such as inverts and facility naming. The hydrology and hydraulics modeling was completed using GIS, XPSWMM, and XPWSPGW.

#### City of Anaheim South and East Tributaries to the Santa Ana Master Plan of Drainage – Anaheim, CA

Ms. Kinney served as the Project Manager for the South and East Tributaries to the Santa Ana Master Plan of Drainage, providing GIS, hydraulic storm drain, and channel modeling using XP-WSPGW and defining new capital improvement projects to relieve flooding in the southeast portion of the city. This project expands on the work completed as part of the North and West Tributaries Master Plan. The use of XP-WSPGW allows an integration between the GIS data, the hydraulic model, and each conveyance. This allows the model to be easily updated in the future and helps the city manage its drainage infrastructure assets.



## PROJECT MANAGER – Rebecca Kinney, PE, CFM

### RELATED EXPERIENCE CONT.

#### City of Anaheim Master Plan of Storm Drainage for North & West Santa Ana River Tributary Areas – Anaheim, CA

Ms. Kinney served as the Project Manager and prepared an updated comprehensive storm drainage master plan for the North and West Santa Ana River tributary areas. The new plan was based on previous studies for the areas, updated to account for current hydrology methods, new hydrology modeling in areas without existing studies, improvements to the storm drain/ tributary channel systems, and the latest land use planning.

#### City of Santa Ana Storm Drain Master Plan – Santa Ana, CA

Ms. Kinney served as Project Manager for the update to the City's storm drain master plan. The City has an established drainage system with some segments over 50 years old and other segments recently constructed. The project analyzed the main line drainage system and prepared a hydrology study along with maps for the entire city boundary and for individual sub-areas for 2-, 10-, 25-, and 100-year storm events. The capacity of the existing storm drainage was evaluated to determine system capacity sufficiency using a hydrodynamic hydraulic model. A comprehensive list of needed storm drainage improvements using the coupled 1D/2D XP-SWMM hydrodynamic model.

#### LA County Public Works Tujunga Wash Watershed Groundwater Recharge Master Plan – Los Angeles County, CA

Ms. Kinney served as Project Manager and was responsible for master planning services for the preparation of the Tujunga Wash Watershed Groundwater Recharge Project. The San Fernando Groundwater Basin, which is a significant resource for drinking water for the City of Los Angeles, was in a state of overdraft. In order to meet current and future water demands without utilizing imported water, the County and City were seeking to maximize groundwater recharge in the Tujunga Wash Watershed which overlays the groundwater basin. The first phase of the project involved determination of the feasibility of six existing recharge or storage projects within the Tujunga Wash. The second phase included the development of an overall master plan and the refinement of three new projects, which will be implemented in the next three to five years. All projects investigated economic viability, feasibility of adding telemetry to the sites, environmental constraints, and construction readiness.

#### City of Buena Park Storm Drainage Master Plan – Buena Park, CA

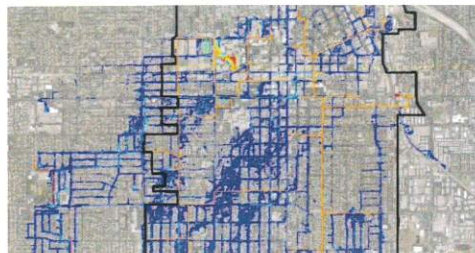
Ms. Kinney served as QA/QC / Engineer and provided engineering services to prepare a citywide drainage master plan. Services included field investigations, video surveys, storm drain mapping, hydrodynamic modeling, regulatory compliance analysis, BMP retrofit recommendations, geodatabase update, and master plan report preparation.

#### Dominguez Channel Watershed Study – Los Angeles County, CA

Ms. Kinney served as a Team Member responsible for stormwater engineering. She provided engineering services to prepare a comprehensive flood hazard analysis for the Dominguez Channel Watershed. The watershed is approximately 75 square miles and drains the southwest portion of Los Angeles County. Dominguez Channel originates near the Los Angeles International Airport (LAX) and extends to the Los Angeles Harbor, running a length of approximately 19.5 miles. The purpose of this study is to evaluate the hydraulic capacity of the existing levees along the channel and to identify deficiencies in Federal Emergency Management Agency (FEMA) requirements. This watershed study includes collecting data using as-built drawings and field reconnaissance, updating drainage information using GIS, performing hydrology and hydraulic analysis, and developing a technical report and presentation.

#### City of Manhattan Beach Pump Station Watershed Master Plan – Manhattan Beach, CA

Ms. Kinney served as QA/QC Manager and was responsible for reviewing the Master Plan including the XP-SWMM models and the project documentation. Provided engineering services to prepare a hydrology and hydraulic analysis for the Manhattan Beach Pump Station Watershed within the City of Manhattan Beach. The approximately 482-acre watershed consisted of two pump stations that drain the watershed.



## PROJECT MANAGER – Rebecca Kinney, PE, CFM

### RELATED EXPERIENCE CONT.

#### **Watershed Action Plan for the Santa Ana River Watershed – San Bernardino County, CA**

Ms. Kinney served as Task Manager for this project, in which her primary responsibilities included stormwater engineering. Ms. Kinney developed a watershed action plan for the Santa Ana River Watershed. Services included systemwide evaluations to identify best management practice retrofit opportunities, identify and delineate areas that were vulnerable to hydromodification, geographic information systems analysis and mapping, development of a watershed geodatabase, stakeholder coordination, and regulatory approval support.

#### **San Diego Creek Master Drainage Plan – Orange County, CA**

Ms. Kinney served as Project Manager for the San Diego Creek Master Drainage Plan and was responsible for stormwater engineering and project management to update and extend the San Diego Creek Master Plan hydrology from the confluence with Peters Canyon Wash to the Upper Newport Bay; a total watershed area of 120 square miles. Project services included review and update of the watershed maps, rational method analysis, hydrograph parameter development, hydrograph analysis, and preparation of the master plan report.

#### **Storm Drain Master Plan | Southern California Logistics Airport – Victorville, CA**

Ms. Kinney provided master planning studies and development of recommended improvement plans for storm drain systems associated with the reuse of the Southern California Logistics Airport, approximately 5,500 acres (formerly George Air Force Base). She developed a Master Plan of Drainage (MPD) for the watershed which evaluated existing drainage infrastructure on the site and incorporated it into the development plan where appropriate. Hydraulic modeling for the design of the backbone mainline storm drain was prepared using XP's version of EPA's Storm Water Management Model (XPSWMM). The XPSWMM program was used to size the large diameter mainline storm drain system to account for the storage volume in the pipes and the short duration of the storm events. The hydrodynamic modeling of the system resulted in approximately a 25% cost savings compared to a more traditional "steady-state" analysis.

#### **City of Fontana Storm Drain Master Plan Update – Fontana, CA**

Ms. Kinney was the project manager for the storm drain master plan update. The project used cutting edge Hydrology and Hydraulics modeling including coupled storm drain (1D) and above ground modeling (2D). The City has struggled with the age of the existing master plan, the developer changes to the master plan, and the availability of newer NOAA Atlas 14 rainfall data that increases rainfall by 30% in some of the Inland Empire areas. The project requires close coordination with San Bernardino County Flood Control.

#### **City of McFarland General Plan Safety Element, Local Hazard Mitigation Plan, and Master Plan of Drainage – McFarland, CA**

Ms. Kinney served as Task Manager for this project, responsible for the preparation of a Master Plan of Drainage for the City. The team updated the general plan safety element and developed a local hazard mitigation plan (LHMP) and master plan of drainage (MPD) for the city pursuant to the requirements of the Disaster Mitigation Act of 2000. The LHMP includes identification and profiling of the city's identified natural hazards, vulnerability assessment, mitigation strategies, and plan implementation and maintenance, and involves public participation during the planning process, including public workshops and outreach. The community is in a farming area in central California, where drainage patterns are influenced by agricultural drainage ditches. The master plan included identifying that the single biggest flooding threat to the city was a regional channel outside of the city limits.

#### **Murrieta Line "E" Storm Drain Master Plan – Murrieta, CA**

Ms. Kinney served as the Project Engineer and report author for the 2-mile mainline storm drain improvement for the Line "E" storm drain tributary to Murrieta Creek. The project involved the development and analysis of 12 alternative alignments for the storm drain. The project also involved the preparation of preliminary plans, cost estimates, operation and maintenance requirements and proposed phasing and implementation plan for the project.

## PROJECT MANAGER – Rebecca Kinney, PE, CFM

### RELATED EXPERIENCE CONT.

#### **City of Yorba Linda Master Plan of Drainage Update – Yorba Linda, CA**

Ms. Kinney served as Project Manager for this drainage master plan update, including evaluation and updating of GIS Storm Drain mapping and databases, updating hydrology and hydraulics models based on recent development, preparing existing capacity and deficiency, identifying locations for storm drain improvement, preparing a list of priority projects, identifying expected expenses with a cost analysis, preparing a summary of findings including a CIP and developing an updated drainage impact fee. The modeling included coupled 1 and 2D hydraulics and prepared a customized prioritization matrix for the CIP portion of the plan.

#### **Rancho Mission Viejo Runoff Master Plans & Drainage Design – Orange County, CA**

Ms. Kinney served as Project Manager for the preparation of two Runoff Master Plans, the Ranch and Drainage Facility Design for PA-2 and PA-3, including Cow Camp Road. The runoff management plans are an integrated planning document that employs specialists from traditional and innovative hydrology and hydraulics, advanced sediment transport, GIS, and storm water quality. The plan includes complex hydrology models of the San Juan Creek Watershed, including Gobernadora Canyon, channel hydraulics and sediment transport, water quality and regional flood control basin preliminary design and storm drain master planning.

#### **La Entrada Specific Plan Flood Hazard Mitigation Study – Coachella Valley, CA**

Ms. Kinney served as an Engineer and provided flood hazard mitigation planning services for the La Entrada Specific Plan, a master planned residential community on 2,200-acres within the City of Coachella and its approved Sphere of Influence. Completed regional hydrology studies for the 50.6-square-mile watershed, prepared 1- and 2-dimensional flood routing analyses to support the technical studies, and identified the recommended improvements and mitigation measures.





# sr. consulting engineer

## Andrew Ronnau, PhD, PE

### EDUCATION

PhD Civil Engineering, University of Illinois,  
Urbana-Champaign

MS Civil Engineering, California State University,  
Long Beach – 2004

BA Physics, University of California Berkeley

### YEARS OF EXPERIENCE

20 Years  
Joined PACE in 2005

### REGISTRATIONS

Professional Engineer / CA 2008 / 72851

### AFFILIATIONS

American Society of Civil Engineers (ASCE)

Andrew Ronnau has extensive experience working with numerical and mathematical models for engineering problems. Dr. Ronnau has a PhD in Civil Engineering, with an emphasis in numerical modeling. He has experience in analysis and design for stormwater management, including hydrology, hydraulics, Master Drainage Plans, storm drain networks, open channels, culverts, detention and retention basins, flood routing, BMPs, and WQMPs. Dr. Ronnau is proficient with the HEC-1, HEC-HMS, HEC-RAS, HEC-GeoRAS, AES, FLO-2D, and XPSWMM software packages. He has led or participated in numerous watershed management analyses and has significant watershed analysis / drainage master planning experience throughout Southern California.

### RELATED EXPERIENCE

#### Anaverde Creek Watershed Drainage Master Plan Update – City of Palmdale, CA

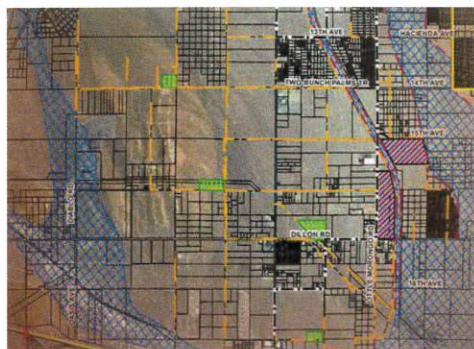
The City of Palmdale needed a revised Anaverde Creek Watershed Master Drainage Plan (MDP) and a preliminary design for regional improvements to eliminate flooding from Anaverde Creek. Previous MDP studies of the Anaverde Creek Watershed include hydrologic and hydraulic models of the upper and lower watersheds, and concept alternatives for flood control improvements to manage flows from Anaverde Creek. Dr. Ronnau is serving as the Project Manager to develop a new consolidated and final MDP update of the entire Anaverde Creek Watershed. The final MDP document includes a complete set of models, exhibits, documentation, and sufficient design details with engineering cost estimates, to allow the City to confidently move forward with final design and construction of the necessary regional flood control improvements.

#### Balboa Island Drainage System Analysis – Newport Beach, CA

PACE is designing a new pump station for the City of Newport Beach to address the potential for rising sea levels, as well as storm-based flooding on Balboa Island. This island is low lying, and there is no ability to evacuate stormwater, other than through manually opening and closing existing 37 gravity tide gates daily. PACE designed four 10,000 gpm underground, submersible, non-clog pumps to reduce short-term and long-term flooding and two low-flow pumps to divert dry weather runoff to the sanitary sewer instead of discharging it into the bay. PACE also developed a gravity conveyance strategy from existing sub-watersheds to the pump station utilizing existing pipelines and designing new larger pipelines. Dr. Ronnau served as the Hydrology/Hydraulics Analysis to perform sub-watershed mapping and an analysis of combining the sub-watersheds into two proposed pump station watersheds for collection and pumping. Dr. Ronnau also performed hydrologic analysis to evaluate the runoff hydrograph from each subwatershed area, as well as a one-dimensional, steady state water surface profile model of the proposed storm drain infrastructure was prepared to serve as a design tool for the stormdrain and pump station system alternatives analysis.

#### West Desert Hot Springs Master Drainage Plan – Desert Hot Springs, CA

Dr. Ronnau served as the Sr. Consulting Engineer / Scientist for the development of the Master Drainage Plan for a 47 square mile portion of Palm Springs and Desert Hot Springs within Coachella Valley, which previously did not have formalized Master Drainage Plans. The formalized drainage plan identifies regional solutions and ensures necessary implementation of the required flood control facilities associated with the many development areas in order to mitigate the flood hazards. The flood control/drainage facility Master Plan work program could be divided between the planning efforts for two general categories of drainage systems that include the (1) regional flood control facilities, and (2) local subregional drainage facilities. The general steps of the planning process involved (1) baseline engineering analysis of the existing conditions, (2) constraint identification, (3) alternatives plan formulation, (4) engineering analysis of the alternatives and facility sizing, (5) alternatives feasibility screening and selection analysis, and (6) refined engineering



## SR. CONSULTING ENGINEER – Andrew Ronnau, PhD, PE

### RELATED EXPERIENCE CONT.

analysis of the recommended facility. The team developed a range of conceptual regional flood alternatives and applied a sophisticated alternative screening process to numerically rank and select regional flood control solutions. A drainage facility implementation program was developed through a prioritization analysis and the resulting master plan document that serves as a comprehensive watershed planning guidance document. The plan resulted in 50 miles of storm drain pipes, 10.6 miles of levee systems, 9 stormwater flood control detention basins and 37 major storm drain systems.

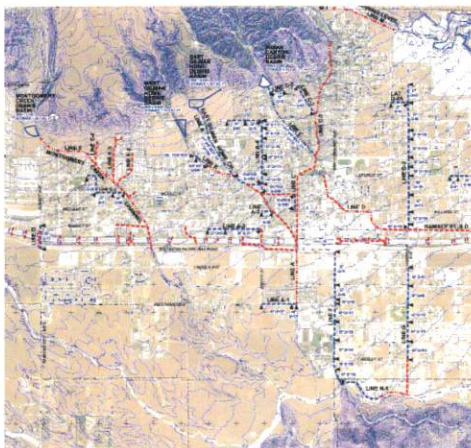


### Port Hueneme Drain Storm Drain Pump Station Condition and City Drainage Assessment – Port Hueneme, CA

Dr. Ronnau served as the Senior Technical Manager to provide the performance analysis and operational assessments of the 440 CFS (200,000 GPM) Hueneme Drain Pump Station and drainage conditions. PACE developed a complete hydrology and hydraulics analysis of the drainage conditions on the 623-acre watershed, including surface flow and ponding, Tšumaš Creek channel conveyance, and Hueneme Drain Pump Station hydraulics. Dr. Ronnau led hydrologic and hydraulic modeling to assess the capacity of the pump station as well as determine flood hazards throughout the watershed. This analysis was complex, as it featured development and coupling of three separate models: (1) HEC-HMS hydrologic model; (2) dynamic one-dimensional XPSWMM model; and (3) a two-dimensional (2D) HEC-RAS hydraulic model. The HEC-HMS hydrologic model was used to define inflow hydrographs for the HEC-RAS 2D hydraulic models, as well as rainfall excess for rain-on-grid HEC-RAS models. The pump station was modeled in XPSWMM to generate a stage-discharge downstream boundary condition for the HEC-RAS model. Finally, the HEC-RAS 2D model was used to determine the hydraulics in the Hueneme Drain, in addition to flooding extents and flood depths during a variety of storm events. Different pumping and channel configurations were analyzed to understand the capacity of the existing pump station and to provide recommendations to reduce flooding.

### Spring Mountain Ranch Floodplain Evaluation and Storm Drain Improvements – Riverside, CA

Dr. Ronnau served as the Sr. Project Engineer for the drainage system design to fit within the development plan for Spring Mountain Ranch (SMR), located in the Highgrove area of Riverside County. The master planned community consists of approximately 1500 single family homes, along with some commercial areas and school sites. The tributary drainage area for the project is approximately 2,300 acres. The drainage system included a baffled chute energy dissipation system, three reinforced concrete box culverts, approximately 4,000 lineal feet of open channel with nine grade control structures, two debris basins, and nearly 5,000 LF of storm drain pipe system. The baffled chute energy dissipation system was used at the downstream end of the project to minimize flow velocities at the project boundary. One of the reasons for reducing the flow velocities was to prevent the disturbance of the 108" diameter California Aqueduct Pipe that crosses underneath the drainage course immediately downstream of the project boundary.



### Atwell Regional Flood Control Master Planning and Design – Banning, CA

Dr. Ronnau was the Sr. Project Engineer for the Atwell project, a large residential development that will convert approximately 1,500 acres of rangeland into a residential area with schools, parks, and related land uses. PACE was responsible for the flood control and urban drainage / stormwater management infrastructure design. The complex nature and physical conditions of the site required the use of hydrologic and hydraulic models to analyze and optimize proposed stormwater management system designs. The HEC-1 hydrology model was used to simulate runoff from several design storms, both on the proposed project site and on the mountainous watersheds uphill of the site, following County standard methods. The XPSWMM hydraulic model was used to route runoff hydrographs through the basins and channels of the proposed system and to demonstrate that peak runoff rates will be greatly reduced compared to standard designs. The project site is on an ancient alluvial fan, making the analysis of flood threats difficult. XPSWMM provided the ability to analyze complex unsteady state hydraulic analysis of the proposed urban drainage system performance including (1) street flood storage, (2) underground storage system, and (3) manmade lakes and stormwater treatment systems.

## SR. CONSULTING ENGINEER – Andrew Ronnau, PhD, PE

### RELATED EXPERIENCE CONT.

#### Acrisure Arena Regional Drainage Design and FEMA Mapping – Palm Desert, CA

The Berger Foundation is responsible for a 1,090-acre mixed land use development located in the Thousand Palms area of the Coachella Valley. The development includes the existing Classic Club golf course, and the next Phase of development is the Coachella Valley Arena and Events Center. Dr. Ronnau served as the Sr. Project Engineer to design flood control improvements to protect the Arena and Event Center from 100-year riverine and alluvial fan flooding. This task involved completing hydrologic and hydraulic analyses of the project site, preparing a FEMA Letter of Map Revision, developing detailed channel design, and preparing construction documents of the proposed flood control improvements. PACE developed an extensive sequence of two-dimensional hydraulic models to analyze the complex hydraulic behavior at the project site, assess the performance of the proposed design, make design refinements, and analyze offsite impacts. The PACE work allowed the project to progress from concept, through design approval, construction, and FEMA floodplain mapping to occupancy and operation in the unprecedented time of approximately one year.

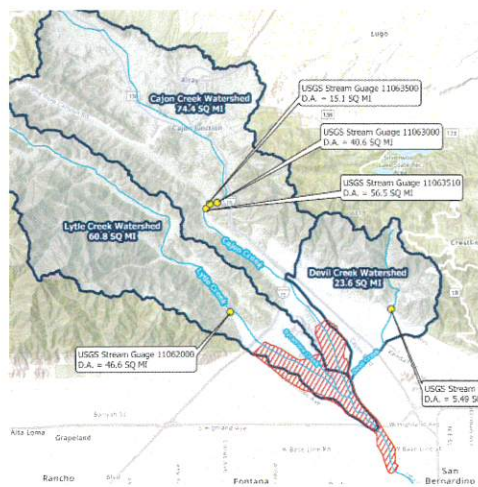


#### Riverbend –Ter Maaten Hydrologic Analysis – Jurupa Valley, CA

PACE provided engineering analysis and improvement plans for a 130-acre development parcel located along the north bank of the Santa Ana River, just upstream of the I-15 bridge. The project included approximately 4,500 feet of river bank stabilization that relocated the floodplain inward toward the river and provided 100-year flood protection of the new development. PACE was responsible for improvement design, supporting the environmental approval process, and FEMA floodplain mapping based upon the improvements. Dr. Ronnau led the hydrologic research, existing condition and proposed condition HEC-RAS hydraulic models to determine water surface elevation impacts and velocity impacts to the river caused by the development.

#### Lytle Creek Stormwater Management Master Planning – San Bernardino County, CA

PACE studied the watershed and performed planning and design services of flood control facilities along Lytle Creek for a 3,500-home residential development located adjacent to the City of Rialto and the Lytle Creek alluvial fan floodplain. As the Sr. Project Engineer, Dr. Ronnau is providing 7.1 miles of streambank revetment / levee design to satisfy the project's flood protection need and performed a sophisticated hydraulic and fluvial analysis to accommodate the challenges of alluvial fan geometry, evaluation of sensitive habitat, habitat restoration in the Sycamore Creek, in-stream existing gravel mines, large sediment delivery of cobbles and boulders and sensitive endangered species. Different portions of the project have a "levee" condition which required evaluating the entire project with specialized considerations and analysis techniques. This hydraulic investigation focused on the delineation of the natural floodplain associated with the portion of the extensive alluvial fan formed at the mouth of Lytle Creek in San Bernardino County. A detailed impacts assessment was performed on the floodplain to satisfy environmental resource agencies, which required extremely complex two-dimensional hydraulic models and evaluation of the influence on native vegetation within the floodplain. In addition, large levees surrounded deep in-stream gravel mining pits which required special design considerations.



#### Rosamond Regional Master Drainage Plan – Rosamond, CA

As the lead engineer, Dr. Ronnau performed the hydrologic and hydraulic analysis for the design study and CLOMR application package. GIS and HEC-1 were used to create a hydrologic model of the very large offsite watershed. A two-dimensional (FLO-2D) hydraulic model was used to analyze the alluvial floodplain flow at the project site to create a design concept which provides economical flood protection for the planned residential development. An integrated analysis and design approach was used, combining hydrologic (HEC-RAS), hydraulic (FLO-2D), GIS, and CAD, so that each aspect of the analysis and design could be performed with the most capable and appropriate tools available.

#### Copa De Oro Master Drainage Plan – Kern County, CA

Dr. Ronnau performed the large scale offsite hydrology, using HEC-1, for the alluvial fan area near Lancaster, CA, where the Copa De Oro residential development and golf course will be built. He developed a flood protection system incorporating a system of channels to capture and convey flood flows safely through the development in satisfaction of Kern County and FEMA requirements.

## SR. CONSULTING ENGINEER – Andrew Ronnau, PhD, PE

### RELATED EXPERIENCE CONT.

#### **Rosena Ranch Basin – Rialto, CA**

Dr. Ronnau noted an opportunity to revise the basin design plan that had originally been envisioned by the client. The revised plan utilized an opportunity to create a basin within an area that had previously been simply natural open space. The basin was designed to incorporate contours that blend into the natural terrain so that in addition to providing the required hydraulic and water quality performance, the basin also provides a habitat opportunity for native vegetation and wildlife. The basin thus became a dual purpose area (basin and natural space preserve) which saved money for the client and eliminated the aesthetically displeasing design that had been originally planned.

#### **Mira Loma TTM 33461 Residential Drainage Hydraulics and BMP Design – Mira Loma, CA**

Dr. Ronnau was responsible for the onsite drainage hydrology and hydraulic design. He performed hydrologic analysis in the developed and existing conditions, and did the hydraulic analysis to size the onsite storm drainage utilities. Dr. Ronnau was responsible for the design of the water quality control basin, and testified before the Mira Loma City Council to gain approval for the BMP design and placement in the adjacent city park.

#### **Belle Meadows Hydrology and Onsite Drainage – Riverside County, CA**

Dr. Ronnau performed offsite and onsite hydrology in the existing and developed condition to determine runoff impacts and need for possible mitigation measures.



# principal / qa/qc

## Jose Cruz, MS, PE, QSD/QSP

### EDUCATION

MS Civil Engineering, Water Resources  
California State University, Long Beach – 2008

### YEARS OF EXPERIENCE

20 Years  
Joined PACE in 2003

### REGISTRATIONS

Professional Engineer / CA 72249  
QSD / QSP / 01012

### AFFILIATIONS

Environmental and Water Resources Institute,  
OC Branch (EWRI)  
American Society of Civil Engineers (ASCE)  
Chi Epsilon (XE)  
Floodplain Management Association (FMA)  
American Water Resource Association (AWRA)

Jose Cruz has 20 years of experience in stormwater management related projects. He has been involved with municipal and county flood control districts on several open channel/storm drain system design projects and streambank stabilization projects. Mr. Cruz is licensed as a QSD / QSP and is well-versed at preparing water quality management and SWPPP plans. He regularly performs construction cost estimates for flood control, streambank stabilization and a wide range of drainage projects and is well-versed in current construction practices. Mr. Cruz is actively involved in project coordination, preliminary design, preparation of construction documents, plan review/approval process, inspection during construction and as-built certification. He has also prepared conditional letters of map revision (CLOMR) and letters of map revision (LOMR) on several projects. Mr. Cruz has conducted quality control and inspections during construction for several projects.

### RELATED EXPERIENCE

#### West Desert Hot Springs Master Drainage Plan – Riverside County, CA

Mr. Cruz provided the preliminary plans for Mission Creek and Morongo Wash Levee, which contributed to the development of the Master Drainage Plan for portion of Palm Springs and Desert Hot Springs within Coachella Valley, which do not have formalized Master Drainage Plans. A formalized regional drainage plan identifies regional solutions and ensure that necessary implementation of the required flood control facilities associated with the different development areas in order to mitigate the flood hazards.

#### Santa Clara River Watershed Soft Bottom Channel Hydraulic Analysis – Los Angeles County, CA

As Sr. Project Engineer, Mr. Cruz is conducting the hydraulic analysis and prepared a technical assessment report for the engineered earthen-bottom flood control channels located within the Santa Clara River and Antelope Valley Watersheds. The hydraulic analysis determined the existing flood control capacity of the soft bottom channel (SBC) reaches and determined the potential for native vegetation to remain with the soft-bottom portion of the channel or if additional hydraulic capacity was required. PACE developed hydraulic models for existing conditions of 51 SBC reaches in the Santa Clara River Watershed and one SBC reach in the Antelope Valley Watershed totaling over 18 miles of channel reaches. The evaluation required extensive field review to analyze channel hydraulic parameters with customized field data collection tools to expedite the evaluation including drone surveys. Specialized hydraulic sensitivity analysis was developed to evaluate changes in maintenance limits within the floodplain.

#### Atwell Regional Flood Control Master Planning and Design – Banning, CA

Mr. Cruz was the Sr. Project Engineer for the Atwell project, a large residential development that will convert approximately 1,500 acres of rangeland into a residential area with schools, parks, and related land uses. PACE was responsible for the flood control and urban drainage / stormwater management infrastructure design. The complex nature and physical conditions of the site required the use of hydrologic and hydraulic models to analyze and optimize proposed stormwater management system designs. The HEC-1 hydrology model was used to simulate runoff from several design storms, both on the proposed project site and on the mountainous watersheds uphill of the site, following County standard methods. The XPSWMM hydraulic model was used to route runoff hydrographs through the basins and channels of the proposed system and to demonstrate that peak runoff rates will be greatly reduced compared to standard designs. The project site is on an ancient alluvial fan, making the analysis of flood threats difficult. XPSWMM provided the ability to analyze complex unsteady state hydraulic analysis of the proposed urban drainage system performance including (1) street flood storage, (2) underground storage system, and (3) manmade lakes and stormwater treatment systems.



## PRINCIPAL / QA/QC – Jose Cruz, MS, PE, QSD/QSP

### RELATED EXPERIENCE CONT.

#### Management Master Planning – San Bernardino County, CA

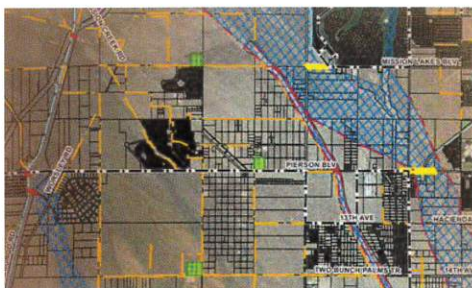
PACE has been retained by the Lytle Development Company for the Stormwater Management Master Plan and Design of a 3,500-home residential development located adjacent to the Lytle Creek alluvial floodplain. PACE has completed and is still involved in multiple technical analyses on behalf of the Lytle Development Company, including hydrologic and hydraulic modeling, planning and construction level design, floodplain studies, geomorphological evaluations, sediment transport and scour assessments, and complex flood control facility design. Lytle Creek is an intricate drainage system, with natural alluvial fans, sediment transport, and sensitive habitat. With PACE serving as the Stormwater Managers for Lytle Development, Mr. Cruz assisted in the preparation of FEMA CLOMR and LOMR studies and applications, construction document processing, and resource agency permit acquisitions.

#### Spring Mountain Ranch Floodplain Evaluation and Storm Drain Improvements – Riverside County, CA

Mr. Cruz managed the design and preparation of construction documents for 4,000 lineal feet of open channel including nine drop structures, three box culverts totaling over 2,600 lineal feet, two debris basins, approximately 5,000 lineal feet of storm drain system, and baffled chute energy dissipation system.

#### Acrisure Arena Regional Drainage Master Plan Design and FEMA Mapping – Palm Desert, CA

The Berger Foundation is responsible for a 1,090-acre mixed land use development located in the Thousand Palms area of the Coachella Valley. The development includes the existing Classic Club golf course, and the next Phase of development is the Coachella Valley Arena and Events Center. Mr. Cruz served as the Sr. Project Engineer to plan and design flood control improvements to protect the Arena and Event Center from 100-year riverine and alluvial fan flooding. This task involved completing hydrologic and hydraulic analyses of the project site, preparing a FEMA Letter of Map Revision, developing detailed channel design, and preparing construction documents of the proposed flood control improvements. PACE developed an extensive sequence of two-dimensional hydraulic models to analyze the complex hydraulic behavior at the project site, assess the performance of the proposed design, make design refinements, and analyze offsite impacts. The PACE work allowed the project to progress from concept, through design approval, construction, and FEMA floodplain mapping to occupancy and operation in the unprecedented time of approximately one year.



#### City of Desert Hot Springs 8th Street Storm Drain Improvements – Desert Hot Springs, CA

Mr. Cruz served as the Project Engineer and prepared the preliminary engineering design for the improvement plans of a critical storm drain facility located in the upper portion of the Desert Hot Springs watershed and extends 3,700 feet. The system design had to address numerous complexities due to its need to intercept distributed surface flood flows on an urbanized alluvial fan with difficult physical constraints including interference by multiple utilities, limited slope, and limited corridor width. PACE provided a Technical Engineering Basis of Design Report to present and summarize the hydrologic and hydraulic engineering analysis. The report was based upon street capacity calculations, catch basin sizing, analysis of alternative alignments, and WSPG to develop the water surface profile model.



#### Santa Ana-Delhi Channel Hydraulic and Water Quality Study – Orange County, CA

As the Sr. Consulting Engineer, Mr. Cruz supported the completion of a feasibility study of proposed channel improvements along an approximately 3,500-foot reach of the Santa Ana-Delhi Channel (Facility F01) extending from Bayview Trail Bridge to downstream Mesa Drive. The focus on the study was to evaluate alternatives developed by the County with the objective to meet environmental mitigation requirements from upstream channel improvements, improve channel flood protection capacity to the 100-year storm event, and potentially support the replacement of the Bayview Pedestrian Bridge. The feasibility study consisted of two analyses related to proposed channel improvements. The complex hydraulics for the channel and overbank basin were analyzed through the use of a combined 1D and 2D hydrodynamic model to specifically evaluate the performance of the different basin options related to stormwater residence time, and incorporate the various channel alternatives. PACE prepared detailed hydraulic modeling, and sediment transport and scour modeling, for various channel alignment alternatives at the Bayview Bridge to provide a comparison of hydraulics and determine the impact on scour and sediment to the Upper Newport Bay.

## PRINCIPAL / QA/QC – Jose Cruz, MS, PE, QSD/QSP

### RELATED EXPERIENCE CONT.

#### **Borrego Canyon Wash Fluvial Study – Orange County, CA**

Mr. Cruz was the Project Engineer for the Borrego Canyon Wash Fluvial Study and was responsible for conducting the qualitative analysis of the alluvial stream systems to understand the geomorphic characteristics of the existing watershed and floodplain stream corridor, and quantitative analysis to understand the relationship between standard engineering hydraulic / fluvial principles and relationships, providing a comprehensive understanding of the physical processes and river mechanics occurring within the active creek floodplain. Mr. Cruz conducted the fluvial modeling including both a sediment continuity and sediment balance on a reach-by-reach basis, and the application of complex unsteady state fluvial models using either HEC-6T or FLUVIAL-2, and a natural stream characteristics / geomorphology analysis to develop a basic understanding of the planform, cross section and longitudinal view.

#### **San Juan Creek Streambank Stabilization – South Orange County, CA**

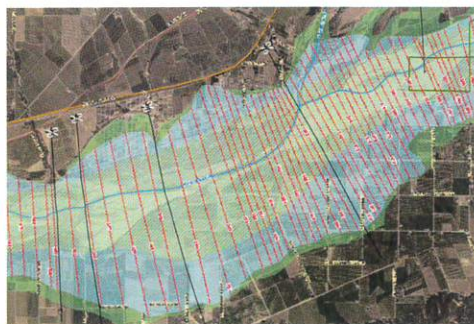
As the Project Engineer, Mr. Cruz performed topographic survey and creek stabilization design of San Juan Creek from approximately 2,000 feet downstream of the Ortega Highway Bridge to 5,500 feet upstream of the Antonio Parkway Bridge. The topography obtained using the GPS equipment was used to create a hydraulic model of the channel in order to determine the hydraulic capacity of the system. The project had several challenges including high groundwater, sensitive habitat, preservation of the natural character of the floodplain, flood protection and channel stabilization were primary considerations in the selected design approach. To effectively address site challenges, soil cement was the selected alternative placed in 8-ft wide, 6-in thick lifts, laid back at 0.5:1 and 1:1 (H:V) slopes. The soil cement structure was buried beneath native backfill, allowing vegetation to be planted along the slope providing enhanced aesthetics. In areas where high groundwater conditions exist, dewatering would have been cost prohibitive so PACE applied jet grouting techniques to provide protection against potential erosion.

#### **Gobernadora Multi-Purpose Stormwater Management Basin – South Orange County, CA**

Mr. Cruz was the Sr. Project Engineer for the design of the 26-acre Gobernadora Multi-Purpose Stormwater Treatment and Storage Project that recycles urban dry weather and stormwater, provides greening and recreational opportunities and provides regional flood control benefits. This basin provides treatment and recycling of captured runoff and storm flows, reduction of downstream erosion and sedimentation, detention of peak storm flows, and water quality improvement to Gobernadora Creek.

#### **Santa Clara River Fluvial Studies – Santa Clarita, CA**

Newhall Ranch is a  $\pm$  25,000 acre master planned community comprised of four large villages. PACE is working with Newhall Land and a large team of consultants to prepare EIRs for environmental permitting (404, 401, 1600s & others) and project level EIRs for each of the four villages. Mr. Cruz served as the Sr. Project Engineer to provide hydrologic, hydraulic, sediment, and runoff water quality modeling and analysis. The project includes a  $\pm$  14 miles of the Santa Clara River and  $\pm$  five miles of tributaries to the Santa Clara River. Comprehensive analysis has been performed to quantify impact to river hydraulics and river habitat. The modeling includes use of HEC-RAS, BOSS-RMS, GIS, and ACAD to provide detailed depth and velocity distribution analysis and comparison of pre vs. post development conditions for multiple alternative development configurations.





# field verification

## Jenny Robinet, MS, PE, CFM

### EDUCATION

MS Civil Engineering, California State University,  
Long Beach – 2012

BS Civil and Environmental Engineering  
University of California, Los Angeles – 2008

### YEARS OF EXPERIENCE

10 Years  
Joined PACE in 2013

### REGISTRATIONS

Professional Engineer / CA 85118  
Certified Floodplain Manager / US 17-09953

### AFFILIATIONS

American Society of Civil Engineers (ASCE)  
Environmental and Water Resources Institute (EWRI)

Jenny Robinet has experience in hydrologic and hydraulic design and analysis for several stormwater management projects. With a master's degree emphasis in water resources engineering, her foundation of advanced hydrologic solutions and urban surface water management practices has been applied to a variety of stormwater impact and design projects. Ms. Robinet has experience in the hydrology of both urban and undeveloped areas, and has been involved in storm drain size and confluence analysis. She has worked on numerous channel improvement projects, which have included developing HEC-RAS hydraulic models, assessing bank protection alternatives, and conducting floodplain impact comparisons. Ms. Robinet has prepared a number of conditional letters of map revision (CLOMR) submittal packages and letters of map revision (LOMR) submittal packages for FEMA, and is proficient in the HEC-RAS, HEC-HMS, XP-SWMM, HEC-6T, and ArcGIS software packages.

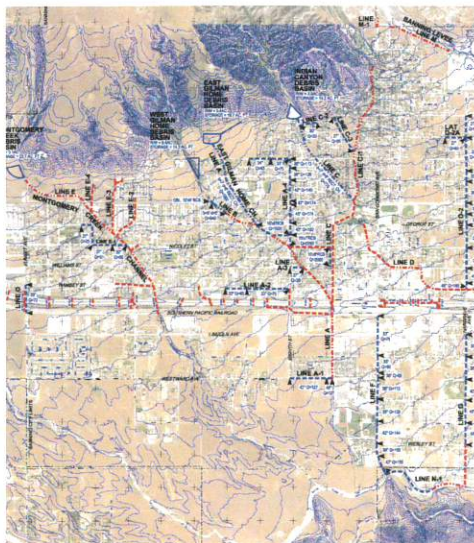
### RELATED EXPERIENCE

#### Lytle Creek Stormwater Management and Master Planning – San Bernardino County, CA

PACE has long been involved in the study of the Lytle Creek and tributary watershed to provide planning and design services for flood control facilities along the creek for Lytle Creek Development. The development, a 3,500-home residential community located adjacent to the City of Rialto and the Lytle Creek alluvial fan floodplain, is comprised of 4 specific neighborhoods, each with their own complex hydrology/hydraulics, environmental constraints and mitigation requirements. PACE provided the streambank revetment design of over seven miles to satisfy the project's flood protection need and performed multiple sophisticated hydraulic and fluvial analyses to accommodate the challenges of alluvial fan geometry, evaluation of sensitive habitat, habitat restoration in the Sycamore Creek (upstream tributary to Lytle Creek), in-stream existing gravel mines, large sediment delivery of cobbles and boulders and sensitive endangered species – notably the San Bernardino Kangaroo Rat (SBKR). Ms. Robinet served as the Project Engineer to prepare the LOMR Application as well as the HEC-RAS modeling.

#### Atwell Regional Flood Control Master Planning and Design – Banning, CA

The Atwell project is a large residential development that will convert approximately 1500 acres of rangeland into a residential area with schools, parks, and related land uses and infrastructure. The site is situated at the base of the San Bernardino Mountains and receives runoff from several steep, sparsely vegetated watersheds. The rare but intense desert rainstorms can produce flash floods both from the mountains and from the development itself, so control of flooding is an important concern for the project. The nearly three miles of creek channel that cross the project site represent an important natural habitat and a source of groundwater recharge, so it is important to preserve or enhance the water resources of the site. Balancing flood control with environmental enhancement is a major goal of the project and the reason PACE was hired to design an integrated water resources system for Atwell. Ms. Robinet is serving as the Sr. Project Engineer for the design of an integrated system of manmade, naturalized stream channels and stormwater management basins that all are integrated into the open spaces of the project. The streams and basins will be designed to resemble natural features both in function and appearance. The open space will include trails and active use areas that fit seamlessly with the water resources features. The open spaces will provide open space, wildlife habitat, and recreation in addition to flood control and stormwater management. Among the many flood control basins, the largest is Smith Creek Basin holding more than 600 acre-feet of water and requiring an excavation more than 100 ft deep covering 10 acres of land.





## FIELD VERIFICATION – Jenny Robinet, MS, PE, CFM

### RELATED EXPERIENCE CONT.

#### **Movida Desert Dunes Regional Flood Control Master Planning/Floodplain Mapping – Desert Hot Springs, CA**

PACE prepared a preliminary engineering report detailing the regional hydrologic analysis, floodplain hazard assessment, and comprehensive flood control masterplan for Movida Desert Dunes, a 472- acre residential development located in the City of Desert Hot Springs, California. The site is in the upper Coachella Valley, at the confluence of two major alluvial formations. Flows to the site originate in three main watersheds: Morongo Wash, Verbena Wash, and Long Canyon. Ms. Robinet provided the preliminary channel design and the calcs/ HEC-RAS modeling for Morongo Wash, Verbena Wash, and Long Canyon, which included detailed evaluation of the alluvial and geomorphic watershed characteristics. Both existing (without upstream development) and ultimate (with upstream development) conditions were run after applying a bulking factor to account for the transport of sediment. The resulting hydrologic values were then incorporated into two-dimensional flood hazard impact models to determine flow distribution and characteristics across the Project site.



#### **San Juan Creek Stream Monitoring – Orange County, CA**

PACE has been providing annual field assessments to monitor the changes in the streambed and bank for a 4.8-mile reach along San Juan Creek, in addition to a 2.1-mile reach along lower Chiquita Canyon and a 2.3-mile reach along lower Canada Gobernadora. As the Project Engineer, Ms. Robinet prepared an annual stream monitoring report and erosion evaluation to evaluate the effects from watershed urbanization influence on the stability natural creek system. The comprehensive annual report provided detailed mapping of monitored features/characteristics and many specialized reporting techniques. This monitoring program is to ensure the adjustments within the active floodplain of San Juan Creek are properly monitored by evaluating changes in the stability of the streambed and streambanks, identifying trends in the fluvial and geomorphic conditions within and downstream of the development areas, determining the response of the creek system to the development within the watershed, and assessing long term streambed and streambank stability. A variety of specialized monitoring techniques have been developed for this program which incorporate many state-of-the-art mapping and computer-generated data interpretation procedures to assist in the assessments. Annual monitoring of changes in the stream character and stability are used as important indicators to support management decisions as part of specialized "adaptive management plan" measures for the watershed.

#### **Spring Mountain Ranch Flood Control Infrastructure – Riverside, CA**

Ms. Robinet analyzed the drainage capacity and outlet efficiency of the current MDP storm drains discharging into Springbrook Wash from Planning Area 9. Ms. Robinet used watershed mapping and WSPG to perform hydrologic and hydraulic calculations for the sizing and spacing of culverts and drop inlets along the proposed channel slope grading and maintenance road.

#### **Calleguas Creek–Villages at the Park Hydraulic Analysis and LOMR – Camarillo, CA**

Ms. Robinet prepared a hydraulic analysis and submittal package for a LOMR application to revise flood hazard mapping for a master planned community adjacent to Calleguas Creek in Ventura County, California. PACE prepared an engineering evaluation of the modified floodplain based on the proposed channel improvements and modifications using the ACOE hydraulic model (HEC-RAS), and a 2-dimensional flood routing model, FLO-2D. PACE performed a sensitivity analysis study to determine the optimum location for the proposed drop structure located near Pleasant Valley Road.

#### **Borrego Springs Hydraulic and Alluvial Analysis – Borrego Springs, CA**

PACE is providing analysis, FEMA floodplain mapping, and design services for the Borrego Springs Resort in east San Diego County. The 1,140-acre development project is in the tributary watersheds of multiple coalescing alluvial fans, and the Borrego Valley terminus wash. The entire project property is within the effective FEMA floodplain, with multiple flood zone designations caused by multiple flooding sources with the possibility of sediment and debris transport. PACE is developing a regional flood hazard solution to remove the project area from the floodplain without any negative impact on neighboring properties. Ms. Robinet provided the analysis of multiple alluvial fans to accurately assess the tributary flood hazard from multiple alluvial sources, and a hydraulic analysis, channel design, and calculations of the proposed barrier channel and dispersion system to provide regional flood protection. The final design would form the basis for a FEMA Conditional Letter of Map Revision application, satisfying all resource agency requirements and providing a floodplain mapping revision that conforms to FEMA and local agency guidelines for development on Alluvial fans.



# hydraulics analysis

## Madeline Howell, MS, PE

### EDUCATION

BASc Civil Engineering  
Queen's University at Kingston – 2017  
MS Civil and Environmental Engineering  
University of California Berkeley – 2018

### YEARS OF EXPERIENCE

5 Years  
Joined PACE in 2018

### REGISTRATIONS

Professional Engineer / CA 2020 / 91851

### PUBLICATIONS

Co-author of book chapter: "Aerobic Treatment in Cold Climate Countries" in Current Developments in Biotechnology and Bioengineering: Biological Treatment of Industrial Effluents. 2017

### EXPERTISE

Hydraulic analysis and design (surface flow, open channels, and storm drain networks)

Stormwater management

One- and two-dimensional hydraulic modeling (HEC-RAS, XPSWMM, WSPG, MIKE, AES)

Hydrologic analysis and modeling (HEC-HMS, HEC-1, WMS)

Streambed stability, potential scour, and sediment transport analysis and modeling (SAM, HEC-6)

Floodplain impact comparisons

FEMA Letter of Map Revisions (CLOMR, LOMR, LOMR-F)

Madeline Howell is primarily involved with hydraulic modeling and analysis at PACE. She has developed numerous one-dimensional (1D), two-dimensional (2D), and combined 1D-2D hydraulic models of surface flow and storm drain networks. Additionally, Ms. Howell has experience with sediment transport modeling and calculations and is well-versed in hydrologic modeling and analysis. Ms. Howell has prepared applications for FEMA Letter of Map Changes, including conditional letters of map revision (CLOMR), letters of map revision (LOMR), and LOMR-fill (LOMR-F). She has modeling and analysis experience and has been involved with flood control design including streambank stabilization, open channel design, and storm drain design projects.

### RELATED EXPERIENCE

#### Anaverde Creek Watershed Drainage Master Plan Update – City of Palmdale, CA

The City of Palmdale needed a revised Anaverde Creek Watershed Master Drainage Plan (MDP) and a preliminary design for regional improvements to eliminate flooding from Anaverde Creek. Previous MDP studies of the Anaverde Creek Watershed include hydrologic and hydraulic models of the upper and lower watersheds, and concept alternatives for flood control improvements to manage flows from Anaverde Creek. Ms. Howell is serving as the Project Engineer to support development of a new consolidated and final MDP update of the entire Anaverde Creek Watershed. The final MDP document includes a complete set of models, exhibits, documentation, and sufficient design details with engineering cost estimates, to allow the City to confidently move forward with final design and construction of the necessary regional flood control improvements.

#### Port Hueneme Drain Storm Drain Pump Station Condition and Drainage Assessment – Port Hueneme, CA

PACE was retained by the Ventura County Watershed Protection District to provide technical review and operational assessments of the existing watershed and 440 CFS (200,000 GPM) Hueneme Drain Pump Station in Oxnard, California. The District hired PACE to conduct a thorough assessment of the current watershed drainage conditions, how those conditions impact localized flooding, assess whether the existing pumping facility has sufficient capacity, and determine corrective measures to both the watershed and pumping facility that would reduce flooding in the City of Port Hueneme. Ms. Howell completed hydrologic and hydraulic modeling to assess the capacity of the pump station as well as determine flood hazards throughout the watershed. This analysis was complex, as it featured development and coupling of three separate models: (1) HEC-HMS hydrologic model; (2) dynamic one-dimensional XPSWMM model; and (3) a two-dimensional (2D) HEC-RAS hydraulic model. The HEC-HMS hydrologic model was used to define inflow hydrographs for the HEC-RAS 2D hydraulic models, as well as rainfall excess for rain-on-grid HEC-RAS models. The pump station was modeled in XPSWMM to generate a stage-discharge downstream boundary condition for the HEC-RAS model. Finally, the HEC-RAS 2D model was used to determine the hydraulics in the Hueneme Drain, in addition to flooding extents and flood depths during a variety of storm events. Different pumping and channel configurations were analyzed to understand the capacity of the existing pump station and to provide recommendations to reduce flooding.

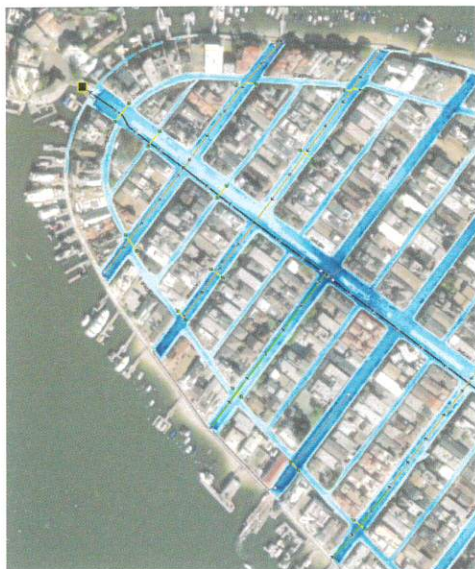
#### Atwell Regional Stormwater Management Master Planning – Banning, CA

The Atwell project is a 1500-acre residential development at the Base of the San Bernardino Mountains. The development includes residential areas, schools, parks, and related land uses and infrastructure. Flood control is an important aspect of this project, as the area experiences rare but intense desert rainstorms. To evaluate design alternatives and analyze flooding impacts, Ms. Howell developed two-dimensional HEC-RAS hydraulic models

## HYDRAULICS ANALYSIS – Madeline Howell, MS, PE

### RELATED EXPERIENCE CONT.

of the project site. These models aided in the design of flood control basins by evaluating overland and channel flow considering various basin layouts. Ms. Howell also developed two-dimensional hydraulic models to evaluate the hydraulic impacts of a road crossing a creek that runs flows through the project site. She used these models to refine the road design to minimize off-site hydraulic impacts.



### Balboa Island Drainage System Analysis – Newport Beach, CA

Balboa Island's existing storm drain system consist of gravity storm drains with 37 tide gates that must be manually opened or closed. During high tides and large storm events, the island experiences flooding, which could be worsened with potential sea-level rise. PACE is providing design services to new pump stations and a storm drain system for the City of Newport Beach to address this flooding. PACE's initial design involved four pump stations and storm drain systems. Ms. Howell developed a couple 1D-2D XPSWMM model of these systems, which modeled surface flow, the storm drain network, and the pump stations. The first step of the modeling involved delineating subwatersheds and performing a hydrologic analysis to assign rain-on-grid inflow to the 2D model. Ms. Howell's models evaluated surface and storm drain hydraulics to determine the required pipe sizes and pump station capacity as well as to evaluate associated surface flooding. PACE collaborated with the City of Newport Beach to develop alternative designs, which featured one or two pump stations and storm drain networks. Ms. Howell performed approximate hydrologic and hydraulic analyses to determine the required size of the storm drains for multiple different drainage scenarios. She also performed sub-watershed mapping and hydrologic analysis to determine the tributary flow to each of the proposed catchbasins for each of the scenarios. These flow rates were used to calculate the required size of the storm drains to capture the peak flow of the 100-year storm. Ms. Howell developed a 1D-2D XPSWMM model of the island, storm drain network, and pump stations to evaluate the proposed storm drain network and pump station, and simulate peak surface ponding during the 100-year event.

### Santa Clara River Revetment and Pole Creek Debris Basin Design – Fillmore, CA

Heritage Valley Parks is a residential development that was located in the floodplain of the Santa Clara River and Pole Creek. PACE was involved with the design of flood protection facilities, including soil cement levees, riverbank restoration, and a debris basin, as well as FEMA map revision applications. Ms. Howell prepared Letter of Map Revision- Fill (LOMR-F) applications to remove elevated residential lots and structures from the floodplain. Following construction of the soil cement levee and interior drainage facilities, Ms. Howell prepared a Letter of Map Revision application to remove the development from the floodplain. Ms. Howell created HEC-RAS 1D models of the proposed project condition to analyze the proposed floodplain hydraulics. She also completed a floodway analysis to define the floodway within Santa Clara River and Pole Creek.

### Acrisure Arena Regional Drainage Planning Design and FEMA Mapping – Palm Desert, CA

The Berger Foundation is responsible for a 1,090-acre mixed land use development located in the Thousand Palms area of the Coachella Valley. The development includes the existing Classic Club golf course, and the next Phase of development is the Coachella Valley Arena and Events Center. PACE was tasked with designing flood control improvements to protect the Arena and Event Center from 100-year riverine and alluvial fan flooding. This task involved completing hydrologic and hydraulic analyses of the project site, preparing a FEMA Letter of Map Revision, developing detailed channel design, and preparing construction documents of the proposed flood control improvements. As a part of this work effort, Ms. Howell developed hundreds of two-dimensional hydraulic models to analyze the complex hydraulic behavior at the project site, assess the performance of the proposed design, make design refinements, and analyze offsite impacts. The PACE work allowed the project to progress from concept, through design approval, construction, and FEMA floodplain mapping to occupancy and operation in the unprecedented time of approximately one year.

### Wilson III Basin – Yucaipa, CA

As the Project Engineer, Ms. Howell provided hydraulic analysis, floodplain mapping and the development of a FEMA Letter of Map Revision (LOMR) application for the interim construction condition of the Wilson III regional basin on Wilson Creek at the confluence of Oak Glen Creek. The Wilson III Basin is in an interim state of construction, and the City of Yucaipa wants the FIRM to be revised to reflect the current conditions, allowing desired local development. Hydraulic modeling consisted of HEC-RAS, HEC-RAS 2D and WSPG models. The LOMR package is currently under review at FEMA.



# hydrology analysis

## Rianne Okamoto, EIT

### EDUCATION

BS Civil Engineering  
Cal Poly University – 2018

### YEARS OF EXPERIENCE

7 Years  
Joined PACE in 2023

### REGISTRATIONS

Engineer-In-Training / CA 2017 / 162501

### AFFILIATIONS

Co-author of book chapter: "Aerobic Treatment in  
American Society of Civil Engineers (ASCE)  
American Water Works Association (AWWA)  
Water Environment Federation (WEF)  
American Water Works Association (AWWA)  
Engineers Without Borders (EWB)  
Environmental & Water Resource Institute (EWRI)

Ms. Okamoto serves as an engineer-in-training who has experience in surface water management. She has extensive knowledge of local and regional hydrologic methodologies and analysis. Her experience comes from developing runoff management plans which include hydrology, hydraulics, sediment transport and report preparation. Her computer modeling skills include the application of HEC-RAS (River Analysis System), Advanced Engineering Software (AES) for hydrologic analysis in Southern California, Bentley PondPack for complex basin modeling and HEC-6T for sediment transport models.

### RELATED EXPERIENCE

#### Rancho Mission Viejo Runoff Management Plans – Orange County, California

Rancho Mission Viejo, LLC. Civil Associate. Responsible for hydrology, hydraulic modeling and, flood analysis for Planning Areas 3 & 4. The program includes complex hydrology models of the San Juan Creek Watershed and Gobernadora Canyon, channel hydraulics, sediment transport, water quality and regional flood control basin preliminary design and storm drain master planning. Will be defining objectives, developing models, performing analysis including all visualizations and simulations, automating all iterative processes, and creating all output products for incorporation into GIS and other data delivery systems. Michael Baker is responsible for the preparation and processing of two Planning Area (PA) Runoff Management Plans (ROMP). The PA-2 ROMP was completed in 2014, and the PA-3 and 4 ROMP is currently being prepared and processed. The PA ROMPs are comprehensive watershed planning documents that fulfill both the Ranch Plan Environmental Impact Report (EIR) requirements and current Water Quality NPDES requirements. The program includes integration of flood control, water quality, and stream stability for Chiquita Canyon, Gobernadora Canyon, and San Juan Creek.

#### City of Anaheim South and East Tributaries to the Santa Ana Master Plan of Drainage – Anaheim, CA

Ms. Okamoto supported the South and East Tributaries to the Santa Ana Master Plan of Drainage, providing GIS and channel modeling using XP-WSPGW support. This project expands on the work completed as part of the North and West Tributaries Master Plan. The use of XP-WSPGW allows an integration between the GIS data, the hydraulic model, and each conveyance. This allows the model to be easily updated in the future and helps the city manage its drainage infrastructure assets.

#### Santa Ana Storm Drain Master Plan – Santa Ana, CA

Ms. Okamoto supported the update to the City's storm drain master plan by collecting and inputting as-built data into the GIS database. The City has an established drainage system with some segments over 50 years old and other segments recently constructed. The project analyzed the main line drainage system and prepared a hydrology study along with maps for the entire city boundary and for individual sub-areas for 2-, 10-, 25-, and 100-year storm events. The capacity of the existing storm drainage was evaluated to determine system capacity sufficiency using a hydrodynamic hydraulic model. A comprehensive list of needed storm drainage improvements using the coupled 1D/2D XP-SWMM hydrodynamic model.

#### Dominguez Channel Watershed Study, Los Angeles County, CA

Ms. Okamoto served as Design Engineer responsible for GIS database updates. The watershed study was to evaluate the hydraulic capacity of the existing 19.5 miles of levees along Dominguez channel and to identify freeboard deficiencies to meet the Federal Emergency Management Agency (FEMA) certification requirements. The work included updating the GIS Drainage database using as-built drawings and field

## HYDROLOGY ANALYSIS – Rianne Okamoto, EIT

### RELATED EXPERIENCE CONT.

reconnaissance and performing a 1D/2D integrated hydrology and hydraulic analysis. The evaluation was performed using XPSWMM and included modeling approximately 114-miles of storm drain system, over 40 bridges and 75-square miles of watershed area. The model was correlated and validated using available historical stream and rain gage data. The work included preparing a technical report summarizing the inadequacies in the drainage network and provided recommendations.

### **Osage Dam Breach and Inundation Mapping, Multiple Counties – Ameren, MO**

Mr. Okamoto served as Civil Associate for this project under her previous firm, and was responsible for a 2D HEC-RAS dam inundation analysis and inundation mapping. Ms. Okamoto's previous firm provided engineering services to update the dam breach analysis, prepare new inundation maps, and provide digital format inundation limits.

### **Laredo 7 Wall Design Project – Fort Worth District, TX**

Ms. Okamoto served as Civil Associate for this project under her previous firm, and was responsible for drainage-related project tasks and schedule which included hydrologic and hydraulic analysis, managing data from a team across multiple offices throughout the United States and preparing a drainage report with the results. Ms. Okamoto's previous firm provided engineering services to the U.S. Army Corps of Engineers for the design and construction of border wall alignments and associated tactical infrastructure. The project entailed approximately 52 miles of border wall and the infrastructure.

### **San Diego/El Centro/Yuma Additional Miles Drainage Project – AZ and CA**

Ms. Okamoto served as Civil Associate for this project under her previous firm, and was responsible for sediment transport analysis for identified drainage crossings using HEC-RAS. Ms. Okamoto's previous firm provided design and engineering services to provide a storm drainage study in El Centro and San Diego, California and Yuma, Arizona. It conducted eight site visits to assess the San Diego/El Centro/Yuma Additional Miles Project existing drainage infrastructure and collect data relevant to the hydrologic and hydraulic analyses and wash crossing design. For this project, services included project management and coordination, survey subconsultant management and coordination, drainage studies, design, plan development, and post-design support.

### **Cow Camp Road Extension – Rancho Mission Viejo, CA**

Ms Okamoto served as Civil Associate for this project under her previous firm, and was responsible for hydrology, hydraulics and storm drain design. Ms. Okamoto's previous firm is providing design services for the nearly five-mile long Cow Camp Road Project. When complete, this project will have taken more than 10 years to design and cost more than \$125 million to construct. The project serves as the backbone infrastructure for the Rancho Mission Viejo Development that will eventually include more than 14,000 homes and five million square feet of retail and commercial space. Included in this significant project are nearly five miles of arterial roadway, more than 10 intersecting local streets, bridges over Chiquita Canyon, Gobernadora Canyon, and San Juan Creek, and an interface with Caltrans at Ortega Highway that requires an Intersection Control Evaluation (ICE). The project includes significant water and sewer facilities, local and regional stormwater control, water quality systems and basins, and extensive coordination with several permitting agencies.



# sr. gis specialist

## Tony Howze

### EDUCATION

BA Geography  
California State University, Long Beach

### YEARS OF EXPERIENCE

18 Years  
Joined PACE in 2005  
With others over 8 years

### AFFILIATIONS

American Association of Geographers (AAG)  
Floodplain Management Association (FMA)  
American Water Resource Association (AWRA)

### SCOPE RELATED EXPERTISE

GIS Hydrology & Hydraulics Analysis  
GIS Spatial Analysis  
GIS Application Development  
GIS Database Development  
GIS Data Administration  
Web Mapping Applications  
Geometric Network Design  
Asset Inventory

Tony Howze has more than 27 years of GIS experience with public works, planning, and engineering. Mr. Howze has a Bachelor of Arts degree in Geography along with numerous certificates in the field of GIS: Application Development, Hydrology and Hydraulics Analysis, Spatial Analysis, 3D Analysis. He has specialized skills in database design, database management, and application development. He leads the GIS and Drone Services group which provides GIS support for spatial analysis, hydrologic modeling applications, map production, and all sUAV products such as digital elevation models, detailed aerial photography, and video production.

### RELATED EXPERIENCE

#### LB MUST (Long Beach Municipal Urban Stormwater Treatment) Master Plan – Long Beach, CA

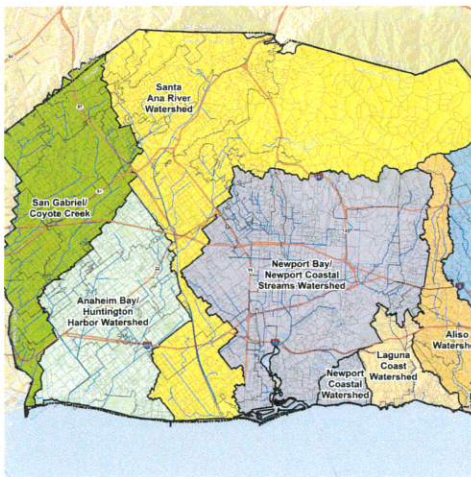
As part of the Koa Consulting team, Mr. Howze is supporting the development of a large-scale urban dry weather / stormwater treatment facility to treat runoff flows that currently flow into the LA River from the 91 freeway to the termination of the 710 freeway along the LA River corridor. As the GIS Manager, Mr. Howze coordinated his team to develop an extensive database of watershed opportunities for conveyance, pre-treatment storage, wetland treatment areas and quantifying runoff flows for dry weather and first flush conditions. He produced a dynamic application to calculate runoff for dry weather and first flush at any location along a storm drain within the City.

#### Anaverde Creek Watershed Drainage Master Plan Update – City of Palmdale, CA

The City of Palmdale needed a revised Anaverde Creek Watershed Master Drainage Plan (MDP) and a preliminary design for regional improvements to eliminate flooding from Anaverde Creek. Previous MDP studies of the Anaverde Creek Watershed include hydrologic and hydraulic models of the upper and lower watersheds, and concept alternatives for flood control improvements to manage flows from Anaverde Creek. Mr. Howze served as the Sr. GIS Manager to develop a new consolidated and final MDP update of the entire Anaverde Creek Watershed. The final MDP document includes a complete set of models, exhibits, documentation, and sufficient design details with engineering cost estimates, to allow the City to confidently move forward with final design and construction of the necessary regional flood control improvements.

#### County of Orange Watershed Infiltration and Hydromodification Management Plan (WIHMP) – Orange County, CA

Mr. Howze compiled a comprehensive GIS database for all of Orange County, which was organized in order to perform an assessment of hydromodification susceptibility, infiltration potential, and potential BMP location. Mr. Howze and his team created thousands of subbasins, modified and updated storm drains, and developed a user application that performs a preliminary hydromodification site assessment for the existing and proposed land uses. The application is being developed for the County's website for public use. San Gabriel Valley Greenway Plan Channel GIS Database Development and Analysis – San Gabriel, CA The San Gabriel Valley Greenways Network is a plan to enhance the existing network of flood control channels in the area with green space buffers, encouraging the use of walking and biking trails. The plan required extensive investigation into the existing capacity of over 100 miles of channel network to quantify which areas would be most suitable for improvement or, due to limited capacity, would be excluded from the plan. Mr. Howze served as the Sr. GIS Manager to provide technical analysis and input into the GIS-driven tools to model the channels and determine channel-driven opportunities or constraints. A GIS web application using SQL-Server was developed to collect channel geometry from over 700 as-built plans. The



## SR. GIS SPECIALIST – Tony Howze

### RELATED EXPERIENCE CONT.



### Santa Clara River – Newhall Ranch Homestead Hydrology and Hydraulics Analysis – Los Angeles County, CA

Mr. Howze served as the database administrator for the Newhall Ranch GIS. He managed the effort in preparing a system inventory of all GIS data features within the Newhall Ranch project encompassing 12,000 acres and 15 years of collection. The inventory included land use, vegetation, ACOE and CDFG jurisdiction boundaries, storm drainage areas, proposed road arterials, and over 30 different bank stabilization alternatives for the 5 major drainage areas and Santa Clara River that are within the project. Mr. Howze provided the jurisdictional impact analysis for the EIR & Resource Management Development Plan including the hydraulic analysis of the proposed bank stabilizations. He also managed the effort to create specific applications to model velocity, floodplains, and a variety of spatial analyses.

Spring Mountain Ranch Floodplain Evaluation and Storm Drain Improvements – Riverside County, CA  
The Spring Mountain Ranch project is a master planned community in Riverside County and consists of approximately 1500 single family homes, along with some commercial areas and school sites. Mr. Howze served as the Sr. GIS Analyst as part of the PACE team to design extensions for each of the storm drain lines and the outfall structures, prepare a grading plan for the access ramps to the new outfall locations, perform the hydraulic analysis for the revised storm drain lines (including placement/sizing of velocity control rings), and prepare the final construction drawings for the improved storm drain system. In addition, PACE also performed a floodplain evaluation for Springbrook Wash and prepared a Letter of Map Revision to revise the FEMA special flood hazard area within PA-9 as the effective map was not reflective of the actual field conditions and required a map update.

### Atwell Regional Flood Control Master Planning and Design – Banning, CA

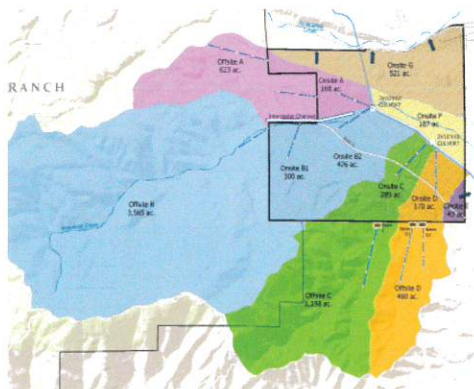
The Atwell project is a 1500-acre residential development at the Base of the San Bernardino Mountains. The development includes residential areas, schools, parks, and related land uses and infrastructure. Flood control is an important aspect of this project, as the area experiences rare but intense desert rainstorms. Mr. Howze served as the Sr. GIS Analyst for the design of an integrated water resources system which includes an integrated system of manmade, naturalized stream channels and stormwater management basins that all are integrated into the open spaces of the project.

### West Desert Hot Springs Master Drainage Plan – Riverside County, CA

Mr. Howze managed the GIS operations for the West Desert Hot Springs Master Drainage Plan. Mr. Howze was responsible for collecting hundreds of datasets from various data providers around the County and City, and developed a logical database schema for streamlined data access. In order to identify regional solutions to mitigate flood hazards appropriately Mr. Howze utilized GIS database to develop hydraulic and hydrologic models for multiple alternatives. In addition, Mr. Howze managed the efforts to create a cost/benefit comparison between the five different levee alignments that compared environmental costs, construction costs, and land value costs to help in selecting the most appropriate alternative.

### Anaverde Specific Plan Hydrology and Hydraulics Amendment – Palmdale, CA

PACE prepared a new Anaverde Creek watershed hydrology model, consistent with the latest LA County hydrology manual data and procedures, to develop offsite flowrates and volumes, onsite flowrates and volumes, and basin routing. The analysis created an understanding of the original 1991 plan hydrology and hydraulics with LA County data and procedures that had been developed since the original plan was approved. The modelling, along with modeling of the newest proposed plan, allowed an accurate comparison of the approved specific plan development conditions and the modified plan development conditions hydrology and hydraulics. The results were used to create a specific plan Hydrology and Hydraulics Amendment for an appendix in the new Amended Specific Plan. As the Sr. GIS Analyst, Mr. Howze supported the MODRAT results by providing land use statistics, topography, DPA Zone ratios, soil areas and other support information to be fed into the MODRAT software. GIS was also used to present the results in simple to read map graphics.



## SR. GIS SPECIALIST – Tony Howze

### RELATED EXPERIENCE CONT.

#### Coachella Valley Integrated Flood Management Study – Coachella Valley, CA

Mr. Howze served as the Sr. GIS Analyst for the Integrated Flood Management (IFM) Planning Study for the Coachella Valley region to develop regional guidance to facilitate an integrated water resources approach to flood management. The study identifies a broad range of management strategies including: (1) Nonstructural Approaches, (2) Restoration of Natural Floodplain Functions, (3) Structural Approaches, and (4) Emergency Management. The IFM strategies identified guidelines for specific projects to ensure that (1) the maximum number of benefits are achieved, (2) optimum location within the watershed to achieve the maximum flood benefits is identified, (3) multiple flood hazard issues are addressed, and (4) the focus on different water resources objectives is achieved. In order to assist in developing these projects on a watershed basis, a watershed planning tool was developed to define locations within the watershed or floodplain that would potentially achieve multiple water resources benefits.



#### 8th Street Drain Improvements – Desert Hot Springs, CA

PACE prepared the engineering design for the improvement plans of a storm drain facility located in the upper portion of the Desert Hot Springs watershed and extends 3,700 feet within 8th Street and the proposed facilities range in size from 72-inch to 42-inch pipe diameters with multiple storm drain laterals on connecting streets. The storm drain is designed to convey and intercept the 100-year discharge to prevent flooding on 8th Street and the downstream locations within the City. The system design had to address numerous complexities due to its need to intercept distributed surface flood flows on an urbanized alluvial fan with difficult physical constraints including interference by multiple utilities, limited slope, and limited corridor width. Mr. Howze served as the Sr. GIS Analyst for the Technical Engineering Basis of Design Report provided by PACE to present and summarize the hydrologic and hydraulic engineering analysis. The report was based upon street capacity calculations, catch basin sizing, analysis of alternative alignments, and WSPG to develop the water surface profile model.

#### Lytle Creek Levee / Revetment – Lytle Development, CA

Mr. Howze led the effort in providing hydraulic and hydrologic analysis within GIS for the Lytle Creek Revetment Design and Lytle Creek West Development projects. His managing efforts included a GIS interface with a 2-Dimensional flood routing application, detailed floodplain analysis, and biological assessment of a sensitive species within mapped floodplains for various events.

#### Palmdale Transit Village CLOMR and LOMR – Palmdale, CA

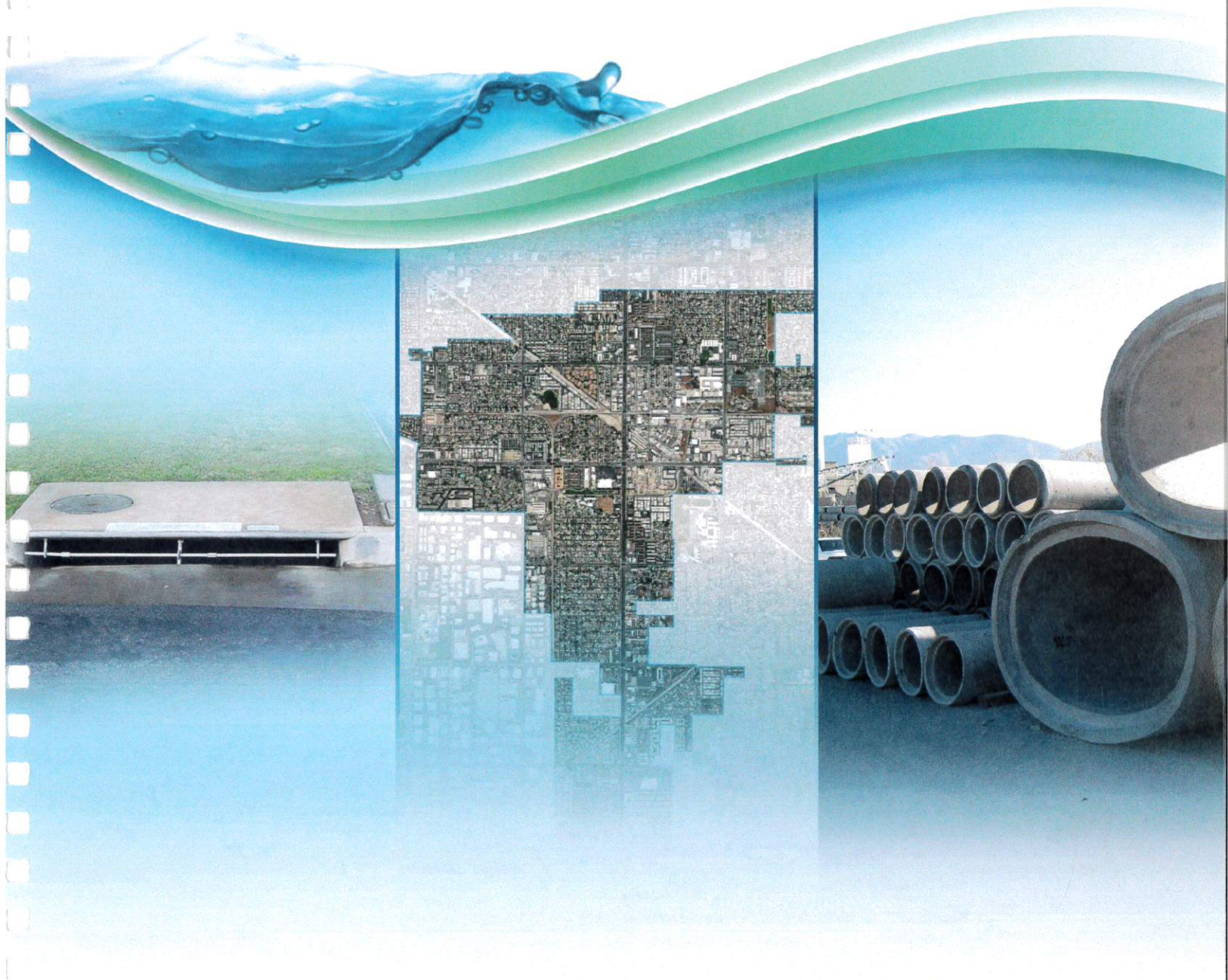
PACE worked with the Client to obtain all necessary data to process the TTM 69008 CLOMR-F package. The CLOMR-F covers the easterly half of TTM 69008 near the corner of Avenue Q and 5th Street East, within the City of Palmdale, CA. PACE commenced the CLOMR-F application package and initiated the process with FEMA's consultant. Following the CLOMR-F grading approval, the LOMR-F Package to obtain a building occupancy permit was prepared accordingly. As the Sr. GIS Analyst, Mr. Howze provided GIS support by analyzing the FLO2D results of the existing surface hydrology for the CLOMR-F package. All exhibits including the annotated FIRM was created by Mr. Howze using the latest GIS software.

#### LOMR @25th Street East South of Avenue "S" – Palmdale, CA

PACE prepared an engineering evaluation of the floodplain hydraulics for approximately 1 mile, south of Avenue S for approximately 1/3 mile along 25th Street East to the end of Old Harold Road. The analysis extends approximately 0.5 miles upstream and downstream of the project boundary to join the mapped floodplain boundary. The original floodplain hydraulic analysis performed by FEMA was reviewed to ensure consistency with results and the hydraulic model variables. The hydraulic analysis established the water surface profile and hydraulic parameters to identify the characteristics of the floodplain. The floodplain was also evaluated utilizing the one-dimensional water surface profile program developed by the Army Corps of Engineers, HEC-RAS. The hydraulic analysis includes floodplain evaluation and delineation. A technical summary report was also prepared to summarize the hydraulic analysis, including modeling parameters, floodplain mapping, and exhibits that graphically illustrate the floodplain, and plotted cross-sections used in the model. PACE also prepared the initial FEMA submittal package for a Letter of Map Revision (LOMR) and processed the LOMR package through the City of Palmdale and FEMA staff. As the Sr. GIS Analyst, Mr. Howze translated GIS geometric data including river centerline, cross sections, channel banks and, manning's roughness information to a HEC-RAS geometry import file. GIS was used to process the final HEC-RAS results which was used to create the final exhibit package for the LOMR submittal.



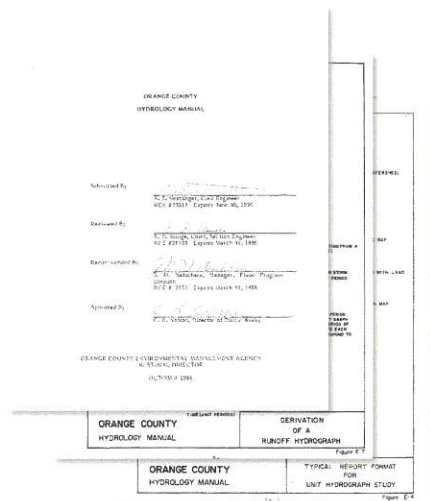
# PROJECT **APPROACH**



# PROJECT UNDERSTANDING

The City of Stanton is requesting proposals from qualified firms for the Storm Drain Master Plan Update. The City has an existing master plan that was created in 1991, using hydrology standards from that era, as well as the City's storm drain network and associated Orange County regional facilities which are outdated. Therefore, the Storm Drain Master Plan Update for Stanton presents a proactive opportunity to assist the City with prioritizing updates to the storm drain system based on the City's needs for capacity upgrades, maintenance upgrades, and system replacements which will ultimately result in a Capital Improvement Program (CIP) that caters to the unique city needs.

The City also needs a consultant that has relationships with stakeholders such as Orange County Public Works (OCPW) and Caltrans. Two other cities systems are contributing flows to the Stanton system. Coordination with City departments particularly the Public Works Department and the Operation and Maintenance Staff will be key to producing a Master Plan document that is tailored to the City's needs.



The City's 1991 Master Plan update used Orange County Hydrology Standards from 1986 and did not calculate any storm drain hydraulics outside of the AES Orange County Hydrology Program which uses normal depth for both storm drain sizing and street flooded width calculations. The previous Master Plan Update divided the City into 5 watersheds: A, B, C, D, and E. The City systems are tributary to several regional channels:

WATERSHED	LOCATION	AREA	TRIBUTARY TO COUNTY CHANNEL	UPSTREAM CONTRIBUTING MUNICIPALITIES
A	Northwest portion of the city	803 acres	Jonathan Channel (C02S03)	Anaheim
B	Northeast and North-Central portion of the city	1,545 acres	Stanton Channel (C02S01)	Anaheim
C	Central portion of the city	965 acres	Anaheim-Barber City Channel (C03)	Garden Grove
D	Central portion of the city		Anaheim-Barber City Channel (C03)	Garden Grove
E	Southern portion of the City	294 acres	Anaheim-Barber City Channel (C03)	Garden Grove

The City needs a consultant to develop an updated and complete storm drain data inventory using a combination of as-built plans and GPS field investigations. The city maintains a GIS system that will be used as a starting point for both the GIS updates and the hydrology and hydraulics modeling. We will work closely with the City to develop a GIS database schema that meets the City's current needs for this project and future needs for maintenance. It is important for the Master Plan to meet both the 2008 General Plan Goals and city requested study goals.

## 2008 General Plan Goals (from Chapter 5 Infrastructure and Community Services):

Goals ICS-2.1 "Provide adequate linear infrastructure to serve new and existing development within the city of Stanton."

Strategy ICS -2.1.2 "Provide for the improvement of facilities and delivery where existing systems are deficient."

Action: ICS-2.1.2(a) Implement continuous six-year Capital Improvement Program (CIP) to upgrade and maintain city the sewer, stormwater, and potable water infrastructure. (Proposed Master Plan Storm Drain Update addresses.)

Action: ICS-2.1.2(b) Monitor the capacity of all linear facilities within the city, to assure that present needs are being met and that future development will be adequately served. (Proposed Master Plan Storm Drain Update addresses.)

Action ICS-2.1.2 (c) Establish and maintain a master record of the capacity of services delivered and monitor impacts and demands of new development on infrastructure systems. (Proposed Master Plan Storm Drain Update partially addresses.)

Action ICS-2.1.2 (d) Establish timing and phasing requirements for linear facility infrastructure improvements, prioritizing the most important projects based on city needs. (Proposed Master Plan Storm Drain Update addresses.)

Action ICS 2.1.2 (e) Maintain an updated Master Drainage Plan, Master Sewer Plan, and Master Water Plan. (Proposed Master Plan Storm Drain Update addresses.)

In order for the study to be  
**SUCCESSFUL**

it must meet the following

**STUDY  
GOALS:**

- ◆ Update GIS storm drain mapping and database.
- ◆ GPS Field investigation of the existing system.
- ◆ CCTV and condition assessment of the existing system.
- ◆ Update Hydrologic Analysis, as needed.
- ◆ Prepare new Hydraulic Analysis.
- ◆ Evaluate and recommend improvement to City maintenance practices.
- ◆ Identify locations and sizes for improvements.
- ◆ Identify potential cost and environmental issues of the recommended improvements.
- ◆ Prepare customized prioritization matrix.
- ◆ Define a Capital Improvement Program (based on a 6-year rolling basis).
- ◆ Prepare a summary of the study results in a report.
- ◆ Prepare and attend a City Council meeting for Master Plan adoption.

# PROJECT APPROACH

In order to have a successful master plan, our approach will “begin with the end in mind.” This allows the PACE team to customize the master plan approach to meet the cities goals as described above. The City needs to blend possible storm drain structural deficiencies with potential capacity deficiencies. The PACE team has experience crafting prioritization matrices that blend those two requirements. Our project manager has worked with several local municipalities to blend prioritization of structural and capacity deficiencies collectively specifically for storm drain master planning efforts.

Our approach for this project is based on providing practical and innovative solutions. The recommendations of the study must meet Stanton Public Works Staff and elected official's expectations, and provide benefits to the residents of Stanton. Our approach is based on years of completing similar master plans in Orange County that incorporate data collection and assessment, hydrology and hydraulic modelling, and GIS services. The results of the CIP will provide a citywide resource to effectively and efficiently plan, design, construct, and maintain the Stanton storm drain infrastructure over the next 18 years (3 full City of Stanton CIP cycles).

## 1 PLAN & PREPARE

- Identify goals
- Gather As-Built, GIS data, and previous studies
- Understand known flooding and issue locations
- Select modeling approach
- Determine deficiency criteria
- Review and organize As-Built and update GIS database

## 2 ANALYZE

- Delineate watershed and model existing condition H&H
- Identify deficiencies
- Complete feasibility analysis
- Model proposed improvements
- Calculate project cost estimates

## 3 PRIORITIZE & DOCUMENT

- Work with client to create prioritization criteria
- Create prioritized list of proposed improvement recommendations
- Develop CIP
- Produce comprehensive Master Plan document

## 1

## PLAN AND PREPARE

### Data Collection



Our approach for data collection includes: Base data research, GPS above-ground drain structure data collection, and CCTV data collection.

Base data research includes collection and review of the following:

1. Existing Storm Drain Master Plans (Stanton, Garden Grove, Anaheim)
2. Existing 2008 General Plan Land Use in GIS
3. Existing As-builts (Stanton, Caltrans, OCPW)
4. Existing Topography
5. Gather Known Flooded Areas from the City
6. Existing Local Drainage Manual Requirements from OCPW
7. Determine Downstream Control Committed Water Surface Elevations
8. Latest Information on Future Orange County Hydrology Manual Updates
9. Define Goals and Preliminary Deficiency Criteria
10. Confirm Modeling Approach

## CCTV and Condition Assessment



EPCE has extensive experience with the City of Stanton performing pipe cleaning and CCTV inspection.

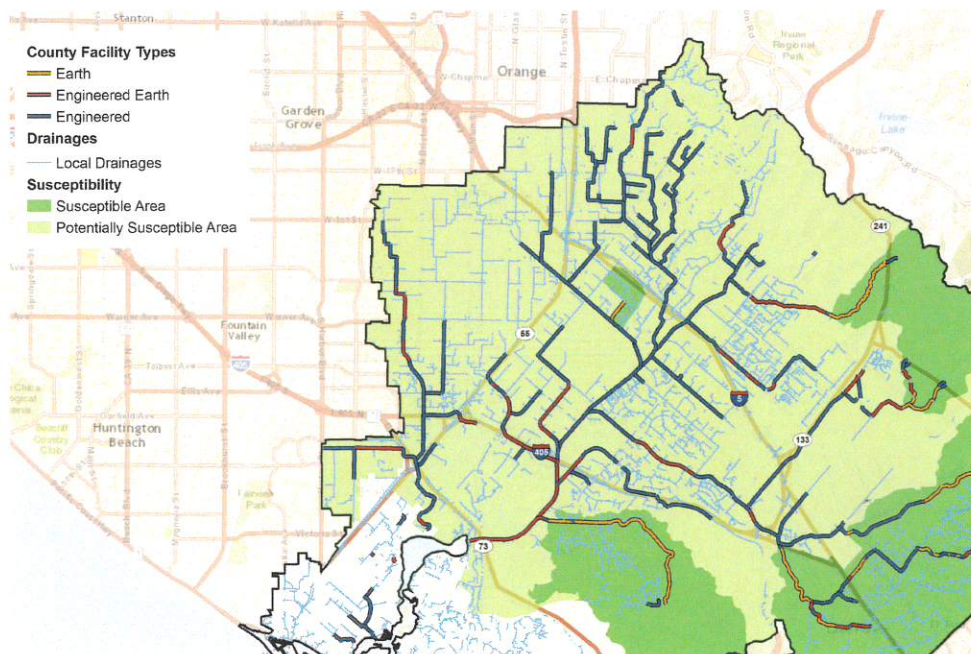
PACE's subconsultant to perform CCTV inspection services is Empire Pipe Cleaning and Equipment (EPCE). Empire's approach to CCTV and Condition Assessment includes having the talented staff to manage the project and deliver high quality inspections within expected time deadlines. EPCE will use the City-supplied GIS to track their performance using a cloud-based collection tool based on Empire's experience in the City, where they have provided both cleaning and CCTV Inspection. The application allows the cleaning and inspection crews to upload the field details of their daily operations. Notes and photographs of unusual observations can be included in the database. The data is uploaded live in the field by the operators. The field data is then used to generate reports, invoices, and maps to graphically display the findings. The condition assessment portion of the effort will include a NASSCO Summary report showing structural and maintenance defects and ratings of each pipe on the pipe rating severity scale of 1-5. The team's approach to meeting the City's CCTV needs requires breaking the project into 2 phases: Phase 1 will include the initial condition assessment for the budget included in this proposal. Phase 2, which is not included in this proposal but is optional would include cleaning and CCTV inspection of systems identified in Phase 1 as inaccessible.

## GIS Database and Mapping

PACE assisted the County to develop the North Orange County storm drain infrastructure data which includes much of the City's facilities and regional facilities impacted by the City, supporting robust base mapping.

PACE will create a GIS database of the City's drainage facilities based on information available such as Orange County's GIS data. PACE assisted the County develop the North Orange County storm drain infrastructure data which includes much of the City's facilities. PACE proposes to enhance the GIS information for the City with available as-built drawings to reflect items like invert elevations, base width, channel construction type, channel shape, and design storms. As part of the scope, the PACE team will develop the GIS layers designed to accommodate basic hydrology and hydraulic modeling techniques, and with references to CCTV footage. As the data model is being designed and constructed, the team will have the ability capture and construct the GIS data platform to perform more advanced modeling at a later date.

The conversion of data to GIS from any format, whether from paper and/or CADD, requires a methodology which enforces accuracy and attention to the details of each document. PACE has the experience to identify and prioritize information that needs to be converted to ensure that resources are expended on high-return, value added information. PACE will work closely with the City to develop a GIS database schema that is based on ESRI's Local Government Information Model (LGIM) and customized to the City's unique needs taking into account integration needs of any asset management software that the City might possess. The data will be prepared in a standard GIS file format called a Geodatabase. Geodatabases are usable in standard GIS systems, and can be imported into Civil3D for Autocad drawings.



Mapping of County Facility Types from services performed for OC Public Works will assist in developing robust base mapping of the City's storm drain system's connection to regional County facilities.



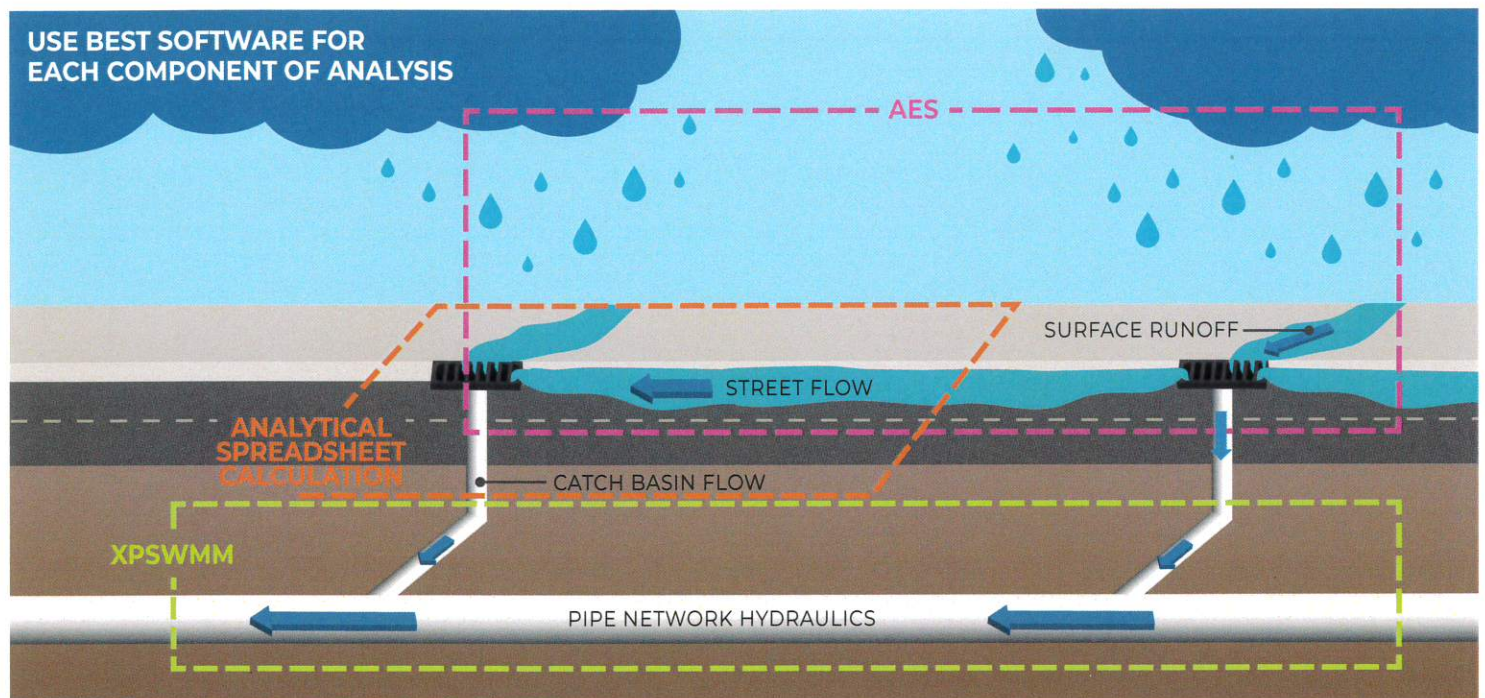
## ANALYZE

### Hydrology and Hydraulics



The PACE approach presented here is based on our current understanding of the City's needs. For Hydrology and Hydraulics, the needs include updating the hydrology from the 1991 models while using an advanced networked hydraulic model that will incorporate more accurate hydraulics than the approach from the 1991 study. We recommend the following steps:

1. Review the existing 1991 Master Plan Hydrology
2. Develop a plan to utilize the existing hydrology to the maximum extent, including maintaining the overall five watershed division from the 1991 study.
3. Prepare the 10-, 25- and 100-year AES Orange County Hydrology Models.
4. Use XP-SWMM to develop a steady existing condition storm drain hydraulics model to determine the level of deficiency. This model will be iterated to determine the capacity of the existing storm drain. Flows not able to be contained in the storm drain will be coupled with a flooded width spreadsheet or other software to determine if the system is deficient in the existing condition.
5. Prepare the proposed condition model by updating the existing XP-SWMM model and flooded width calculations to meet the City/County local drainage requirements.



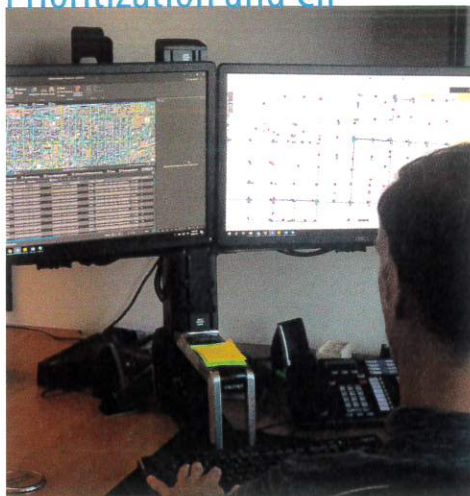
### Alternative Development and Cost Estimating

A list of potential projects will be developed that include removal of structural, deferred maintenance and capacity systems. The projects will include major constraints including but not limited to potential conflicting utilities and environmental constraints. A review of the city's Operation and Maintenance Practices will also be evaluated during this phase of project. A preliminary construction cost estimate for the proposed alternatives will be determined. A feasibility analysis will be prepared to screen the alternative and develop the recommended alternatives based on selection criteria as determined with the City which may include minimized public impacts (including impacts to OCPW regional facilities), lowest costs, and master plan level constructability review.

# 3

## PRIORITIZE AND DOCUMENT

### Prioritization and CIP



The PACE team has created several CIPs for master plans. The team has created prioritization and ranking systems that are as complex as an automated GIS tool for OCPW, to as simplified as an excel-based system for City of Rancho Palos Verdes, City of Anaheim and City of Santa Ana Master Plans. We recommend an excel-based system for the City of Stanton. Since the 1991 master plan didn't have a CIP prioritization with it, the new prioritization analysis will be developed collaboratively with the City during this master plan process. An example that might be similar to what could be considered for Stanton could look like (based on the Rancho Palos Verdes Master Plan):

#### Priority 1

- Existing Broken Storm Drains: Existing storm drain systems classified as being in severe, heavy, or average defect condition per CCTV inspections.
- Arterial Street: Existing storm drain systems for which the recommended size is 12 inches or more than the existing storm drain size.
- Local Streets: Existing storm drain systems do not achieve 10-year flood protection levels (flood depth is above top of curb in the 10-year storm event).
- Other: Streets for which there is a deficient storm drain, and a street improvement project is scheduled.

#### Priority 2

- Existing Broken Storm Drains: Existing storm drain systems classified as moderate or minor defect condition per CCTV inspection.
- Arterial Street: Existing storm drain systems for which a size increase is recommended.
- Local Streets: – Existing storm drain systems do not achieve 100-year flood protection levels (flood depth is above the right-of-way in the 100-year storm event).

#### Priority 3

- Local Street: No Criteria.
- Arterial Streets: Existing storm drain systems do not achieve 10-year flood protection level (flooded width is greater than 17 feet in the 10-year storm event)

Once the preliminary prioritization method is developed, PACE will engage the City to understand their desires and any hot button issue that may increase the need for a capital improvement project. The key to a successful CIP is understanding the City's current and future budgets and funding mechanisms to make sure the Storm Drain Master Plan Update recommends projects that are implementable and integrated with future city development and redevelopment needs.

The PACE approach for documentation includes developing the report and associated graphics as the Plan and Prepare and Analyze steps are being executed. This is especially helpful for the Atlas Maps, prioritization criteria, and documentation of modeling and storm drain conditions.

The documentation phase can also include monthly meetings during the development of the master plan. The monthly meetings include meeting minutes to document master planning design or modeling decisions. The final meeting will include a PowerPoint presentation for the City Council for adoption of the Master Plan.

### Document

# DETAILED SCOPE OF WORK

PACE intends to perform the scope of services as detailed in the RFP document, and the following scope of services is a more detailed breakdown of the proposed effort, including assumptions and clarifications, as needed.

## TASK 1 Investigation and Document Review

- 1.1. Kick off meeting – submit list of needed data to City
- 1.2. Data Transfer (GIS including land use, storm drain and other data, as-builts, 1991 Master Plan)
- 1.3. Meet with the County (get committed WSE and improvement plans)
- 1.4. Goal Setting
- 1.5. Document Review (1991 Master Plan, General Plan Land Use)
- 1.6. Data Review – evaluate completeness/quality of data
- 1.7. GPS field verify catch basins and manholes where data is missing (T&E)
- 1.8. Define Sumps in existing system

## TASK 2 CCTV and Condition Assessment (ork is based on T&E budget with a NTE amount for current budgeting/contracting purposes.

- 2.1. Phase 1 Field Work – Cleaning & CCTV
  - 2.1.1. The estimate for Phase 1 includes no more than approximately 40 days of field work.
  - 2.1.2. Phase 1 of this proposal the scope of work is limited to CCTV inspection of the system from access point structures such as manholes inlets or outlets. Access points such as catch basins with BMP's, junction boxes, "T" connection or clarifiers, exc. are not included in this scope of work. Inspection will be provided on a best effort basis. Debris in the catch basins would prevent camera access and inspections. Empire will make a best effort basis to complete as much of the system as possible with limiting access. The remaining segments will be reviewed by PACE to determine further actions such as access and required cleaning.
  - 2.1.3. Inspections will be performed during low flow periods. Empire plans to use Pipeline Observation System Management (POSM) as the primary software collection system for CCTV Inspections. All the CCTV Operators are NASSCO PACP, MACP, and LACP Certified. POSM and NASSCO PACP Standards create the database that rates both the structural and maintenance severity of the pipeline segments utilizing a 1 to 5 defect rating system for each assessment. POSM allows for easy integration with many GIS Platforms.
- 2.1. Phase 1 Reporting
  - 2.2.1. Summary List of the segments inspected. Condition Assessment (only for items reviewed in Task 2.1)
  - 2.2.2. CCTV Inspection Reports
  - 2.2.3. Video and photographic images with each assessment
  - 2.2.4. Plots of the Pipe with the defects shown at distances
  - 2.2.5. NASSCO Summary report showing structural and maintenance defects and ration of each pipe with pipe ratings on a severity of 1-5.



## TASK 3 GIS Updates

- 3.1. Input as-builts including invert data
- 3.2. Update based on GPS and CCTV work in Tasks 1.7 and 2.2
- 3.3. Create Base Map
- 3.4. Develop Drainage Schema & Geodatabase
- 3.5. Develop Atlas Map Prototype (assumed to be 11x17)
- 3.6. Prepare floodplain map showing existing FIRMs in GIS delivery as part of the data to give back to the City.
- 3.7. Once Modeling/Analysis is complete, finalize Atlas Maps, Hydrology Maps, and Master Plan of Drainage Map.

## TASK 4 Hydrologic Model

- 4.1. Compare 1991 land use to 2008 General Plan and determine if land use in the 1991 models needs to be updated. Determine if the results change the hydrology scope. This scope assumes that only minor updates to land use will be required.
- 4.2. Evaluate if updating initial flowpath length criteria to meet the 1995 addendum to the hydrology manual is worth the effort to change all the watersheds from the 1991 study.
- 4.3. Discuss status of Orange County Hydrology Manual updates before making any hydrology changes.
- 4.4. Prepare the 10-, 25-, and 100-year hydrology (1991 only did 10-year) – AES Rational method with existing pipes coded as existing and proposed pipes coded as “free flowing.”

## TASK 5 Hydraulic Model

- 5.1. Develop Existing Condition Hydraulics model using XP-SWMM, coupled with 2D surface to determine flooded width. Model will be steady state based on the flowrates determined in Task 4.
- 5.2. Develop Proposed Condition Hydraulics model by updating the existing model and making the surface model flow stay in the ROW for the 100-year. This task will include Alternatives from Task 6.

## TASK 6 Develop Alternatives

- 6.1. Review O&M practices
- 6.2. Define which storm drains need replacement/repair (Condition Assessment)
- 6.3. Define which storm drains need upsizing
- 6.4. Define which storm drains need extending
- 6.5. Determine impact to County facilities
- 6.6. Recommend improvements to O&M practices
- 6.7. Develop Cost Estimates

## TASK 7 Prioritization and CIP Program

- 7.1. Develop Prioritization Matrix
- 7.2. Evaluate potential environmental issues
- 7.3. Recommend CIP Projects

## TASK 8 Master Plan Report

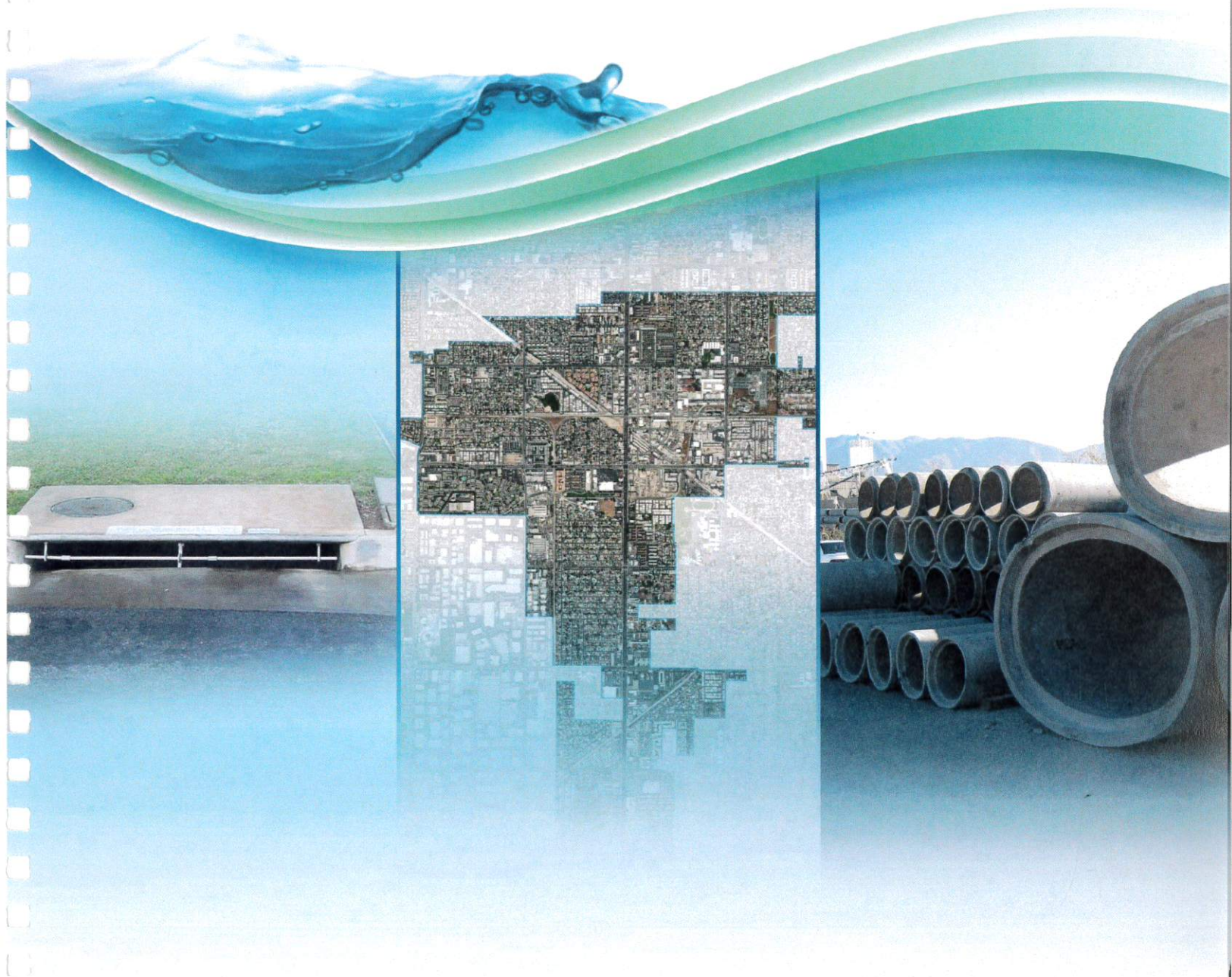
- 8.1. Draft 60%
- 8.2. Draft 90%
- 8.3. Final Report

## TASK 9 Meetings and Project Management

- 9.1. Assume monthly for 12 months, 50% in person, 50% virtual.
- 9.2. Prepare Final PowerPoint for Council Meeting
- 9.3. Present at Council Meetings

## OPTIONAL TASK 10 Utility Potholing (As-Needed)

# SUBCONSULTANTS



# EMPIRE PIPE CLEANING AND EQUIPMENT

## Pipeline Condition Assessment



### OWNERS

Craig Van Thyne *Vice President/Operations*  
Dan Jacobson *Project Manager*  
Diana Guillen *Office Manager*

Empire Pipe Cleaning and Equipment (EPCE) is headquartered in Orange, CA and currently have 5 full-time office staff and 17 full-time field staff. They provide collection system cleaning and CCTV Inspections using the latest equipment and technology, and have been part of multiple large-scale cleaning and CCTV Inspection projects for various cities and agencies.

EPCE has been providing sewer and storm maintenance services for more than 40 years, are a licensed Contractor (No. 363528) with the State of California, and currently possess a C36 Plumbing and C42 Sanitation License. Empire was responsible for maintaining the City of Stanton's Sewers, Catch Basins, and Hot Spots Citywide from 2004 to 2011 and from 2015 to present. The firm is very familiar with the city and the associated infrastructure and have a good working relationship with City of Stanton Office and Field Staff.

### RELEVANT EXPERIENCE

City of Stanton – Empire Pipe Cleaning currently (and previously) provides annual sewer cleaning, On-call Services, CCTV inspections as needed, trouble spot cleaning, and catch basin cleaning for the City of Stanton.

# BESS TESTLAB, INC.

## Potholing



### OWNERS

Joseph Bohorquez *CEO*  
Martha Bohorquez *President*  
Joseph Bohorquez *Vice President*  
Michael Bohorquez *Treasurer*

Bess Testlab, Inc. is a privately-owned corporation based out of Hayward, CA and has been in operation since 1967. They provide a complete range of Subsurface Utility Engineering Services (SUE) to both private and public companies throughout Northern and Southern California, utilizing State-of-the Art Electromagnetic and Acoustic Pipe Locators as well as Ground Penetrating Radar (GPR) systems to designate underground utilities.

BESS has over 26 years of joint public and private experience including On-Call agreements with CALTRANS D4, D5, D6 & D8, Los Angeles County Department of Public Works, and San Bernardino County Department of Public Works to mention a few, which have given the company unique perspectives on how to manage projects like The Stanton Master Drainage Plan Opportunity.

### RELEVANT EXPERIENCE

Bess TestLab provided utility locating and potholing services in 23 locations along proposed route of planned sewer line within the Port of Long Beach.


**CRAIG VAN THYNE**
**Vice President**
**REGISTRATIONS**

NASSCO Certified CCTV Inspection Operator

California State Contractors License C36 and C42 License Number 363528

**EDUCATION**

Bachelor of Science in Metallurgical Engineering - Iowa State University, 1985

Master of Science in Metallurgical Engineering - Colorado School of Mines, 1987

**PROFESSIONAL EXPERIENCE AND RESPONSIBILITIES**

Mr. Van Thyne is the Vice-President and co-owner of Empire Pipe Cleaning and Equipment, Inc. In this capacity, he is responsible for coordinating the field operations of the cleaning and television inspection project leaders. Mr. Van Thyne oversees the day to day operations and has financial control of the Company. His experience includes the following projects:

- **Cleaning and CCTV Inspection for Condition Assessment for LACDPW** – System cleaning, CCTV Inspection and development of inspection reports and databases. EPCE completed 12 projects from the period of 2005 to 2016 with various JOC General Contractors. EPCE completed over **5,000,000 lineal feet** of assessments in Accordance with **NASSCO PACP Standards** All projects were completed 100% without delays. 2005-2015
- **CCTV Inspection and Manhole Inspection for the City of Hermosa Beach** – System cleaning, CCTV inspection, and development of inspection reports, recordings, and databases of approximately **200,000 Lineal Feet** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan 2016
- **CCTV Inspection for the City of Berkeley** - System cleaning, CCTV inspection, manhole inspections, and Condition Assessment including recommended CIP for the development of inspection reports, recordings, and databases of **100,000 lineal feet of pipe** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2013-2015
- **CCTV Inspection for Condition Assessment for the City of Redondo Beach** – System cleaning, CCTV inspection, and development of inspection reports, recordings, and databases of approximately **600,000 Lineal Feet gravity sewers** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2013-2014
- **CCTV Inspection and Manhole Inspection for the City of Manhattan Beach** – System cleaning, CCTV inspection, and development of inspection reports, recordings, and databases of approximately **75 miles of gravity sewers** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan 2008 to 2011
- **CCTV Inspection for the City of Cerritos** – System cleaning and development of inspection reports, recordings, and databases of **250,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's annual maintenance program. 1995-present
- **CCTV Inspection for the City of Norwalk** – System cleaning and development of inspection reports, recordings, and databases of **475,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's maintenance program. 1994 to present

**Craig Van Thyne Page 2**

- **CCTV Inspection for the Rossmoor/Los Alamitos Area Sewer District** – System cleaning and development of inspection reports, recordings, and databases of **350,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the District's Sewer Master Plan. 1991 to present
- **CCTV Inspection and Manhole Inspection for the City of Stockton** – CCTV Inspection and development of inspection reports, recordings, and databases of approximately **750 miles of gravity sewers** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2011-2015
- **CCTV Inspection for the City of Alhambra** - System cleaning, CCTV inspection, and development of inspection reports, recordings, and databases of **665,000 feet of gravity sewers** in accordance with **NASSCO PACP** standards as part of the City's Sewer Rehabilitation Plan. 2007-2008
- **CCTV Inspection for the Garden Grove Sanitary District** – System cleaning, CCTV inspection, and development of inspection reports, recordings, and databases of **675,000 feet of gravity sewers** in accordance with **NASSCO PACP** standards in three phases as part of the District's Sewer System Rehabilitation Plan 2005-2008
- **CCTV Inspection for the City of Fountain Valley** – System cleaning and development of inspection reports, recordings, and databases of **702,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2005-2007
- **CCTV Inspection for the City of Palos Verdes Estates** – System cleaning and development of inspection reports, recordings, and databases of **329,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2009
- **CCTV Inspection for the City of Cypress** – System cleaning and development of inspection reports, recordings, and databases of **100,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2005-2009
- **CCTV Inspection for the City of San Diego Metropolitan Wastewater Department** – System cleaning and development of inspection reports, recordings, and databases of **400,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's WDR compliance. 2006-2008
- **CCTV Inspection for the Midway City Sanitary District** – System cleaning and development of inspection reports, recordings, and databases of **750,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the District's Sewer Master Plan. 2003-2005
- **CCTV Inspection for the City of Anaheim** – System cleaning and development of inspection reports, recordings, and databases of **450,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's Central Anaheim Sewer Master Plan. 2005-2006
- **CCTV Inspection for City of Stanton** – System cleaning and development of inspection reports, recordings, and databases of **400,000 feet of gravity system** in accordance with **NASSCO PACP** standards as part of the City's Sewer Master Plan. 2004-2013

# Donald Whitman

## Project Manager

**BESS**  
TESTLAB, INC.



Donald has managed numerous utility locating projects over the past 23 years for various DOTs, municipalities, and public and private sector clients. He will be responsible for the management and coordination of utility services. He will develop multiple department service schedules and maintain those schedules throughout the duration of the project. He will prepare staff hours and fee estimates for the combined project teams. He will review the progress of services to ensure that the standards, time goals, and budget requirements are met.

### Professional Experience

**2016 – Present**                      **Bess Testlab, Inc.**  
Project Manager

Donald Whitman is responsible for the technical project execution, including overseeing crews, equipment, project progress, safety, and quality control. Supervisor of field crews and experienced in all levels of Subsurface Utility Engineering to mention a few, Utility Locating and Vacuum Excavation (Potholing).

**2000 – 2016**                      **SAF-r-DIG Utility Surveys Inc.**  
Project Manager

Generated and executed scope and/or fee proposals, agreements, and master service contracts, including amendments and scope changes for projects involving various levels of Subsurface Utility Engineering. Collected and directed the collection of utility records and as-built utility data from private and municipal agencies for use by field and office personnel. Established work plans including staffing and resources for each phase of projects and directed recruitment of project personnel.

### Education

U.S. Marine  
Corps, MCRD  
San Diego, CA  
1992

Claremont CA,  
San Antonio High  
School Diploma  
1992

### Skills

Utility Locating  
Potholing  
Project Management  
Traffic Control

### Contact Information

Los Angeles office  
2434 Fender Ave,  
Fullerton, CA 92831  
P: 909-908-5782  
[donald@besstetlab.com](mailto:donald@besstetlab.com)

### Total Years Experience

23 years, 7 years with BESS

### Related Experience

#### **LA County Department of Public Works On Call Potholing Services Contract**

Furnish all labor, materials, parts, and equipment necessary to provide routine positive location (potholing) services using vacuum excavation, hand excavation, or comparable methods to locate underground utilities, including but not limited to; petroleum, data transmission, telephone, gas, electric, water and sewer pipelines, and perform other related services. Provide a written report stating the date for the exact location of each work assignment site.

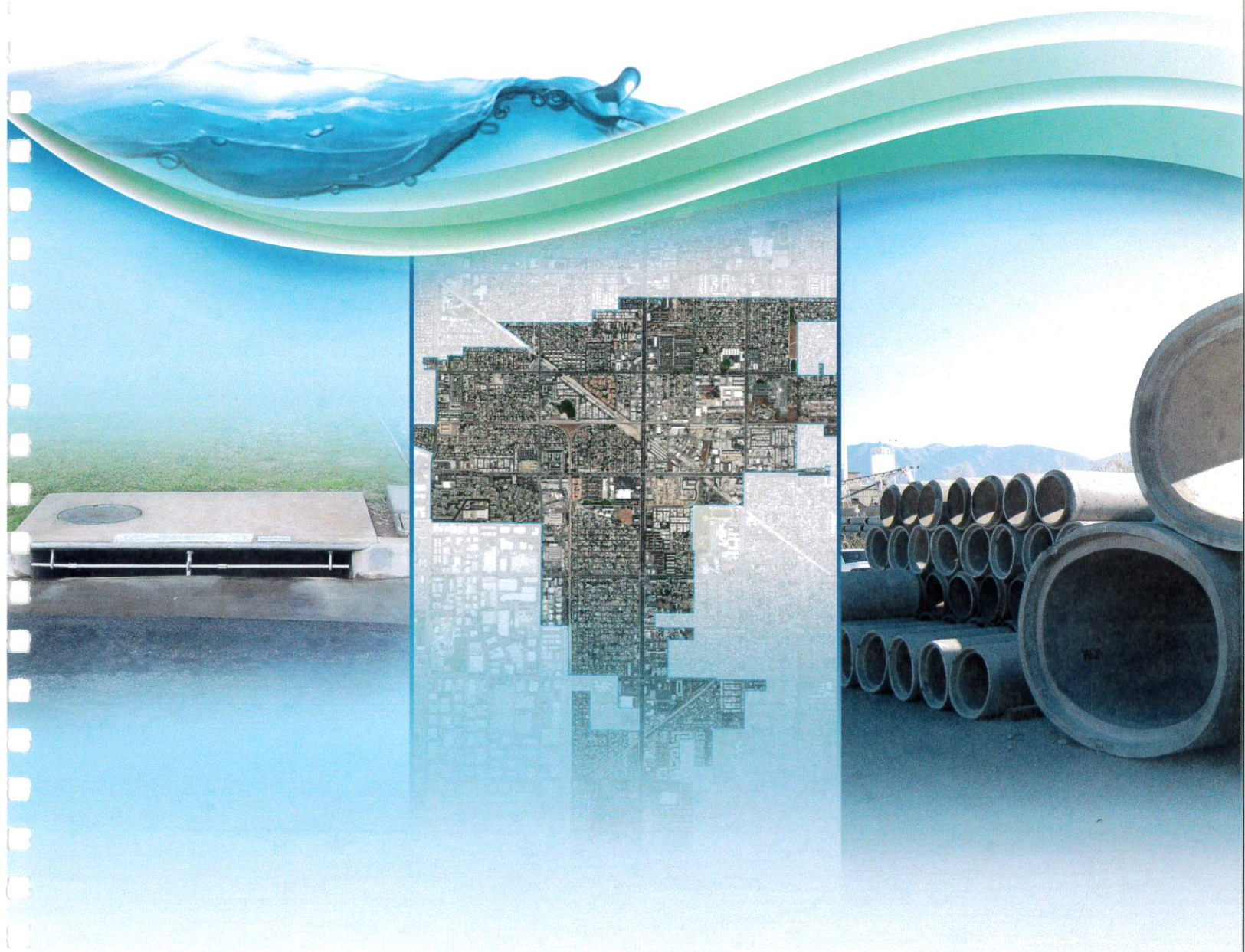
Role- Project Manager – Currently an ongoing project

#### **Coachella Valley District Irrigation Lateral 119.64-7.5 Improvement Project**

Provide utility locating, potholing services, and necessary traffic control along the proposed alignment of 16,000 feet of the pipeline using vacuum extraction to positively locate existing utility conflicts such as telephone, gas, electric, water, petroleum, and various connection points. Provide a written report stating the date for the exact including but not limited to the type, size, and depth of the utility facility and, if present, the thickness of the pavement.

Role- Project Manager

# REFERENCES



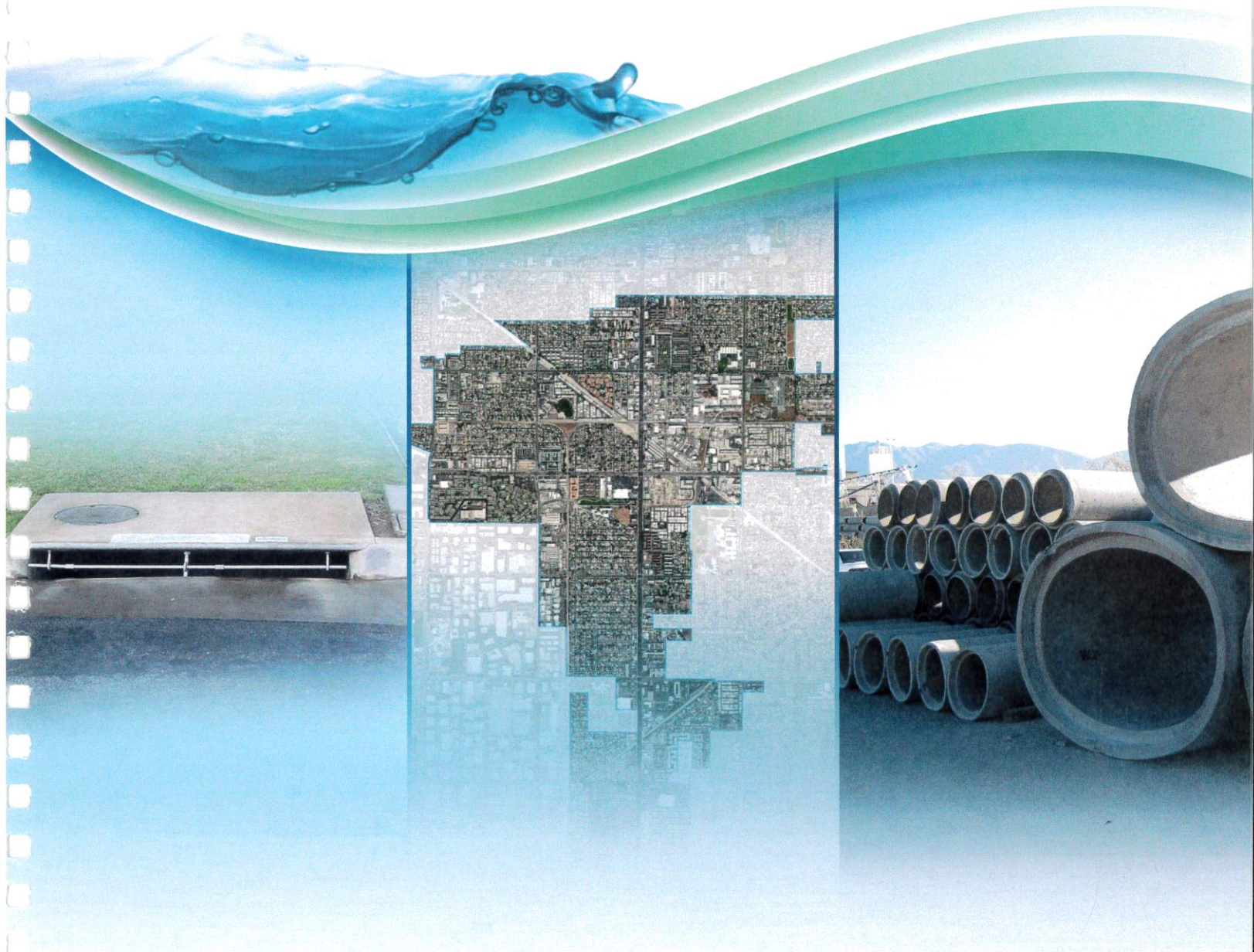
# REFERENCES

PROJECT NAME	CLIENT	REFERENCE
Orange County Flood Control Master Plan* and Orange County Standard Plans for Stormwater Quality Basins <i>Orange County, CA</i>	Orange County Public Works	<b>Robert McLean</b> Senior Civil Engineer ☎ (714) 647-3951 ✉ robert.mclean@ocpw.ocgov.com
Master Plan of Storm Drainage for North & West Santa Ana River Tributary Areas*, South and East Tributaries to the Santa Ana Master Plan of Drainage*, OC River Walk Feasibility Study and Design <i>Anaheim, CA</i>	City of Anaheim Department of Public Works	<b>Rudy Emami</b> Director of Public Works ☎ (714) 765-5065 ✉ REmami@anaheim.net
Rancho Palos Verdes Storm Water Master Plan* <i>Rancho Palos Verdes, CA</i>	City of Rancho Palos Verdes	<b>Andy Winje</b> City Engineer (Formerly with City of Rancho Palos Verdes) ☎ (310) 318-0661 ✉ andrew.winje@redondo.org
Anaverde Creek Watershed Drainage Master Plan Update <i>Palmdale, CA</i>	City of Palmdale	<b>Nicholas Godin</b> Senior Civil Engineer ☎ (661) 267-5533, ✉ ngodin@cityofpalmdale.org
Port Hueneme Drain Stormwater Pump Station Condition and Drainage Assessment <i>Port Hueneme, CA</i>	Ventura County Watershed Protection District	<b>Kirk Norman</b> Engineer Manager II ☎ (805) 654-2017 ✉ Kirk.Norman@ventura.org
County of Orange Watershed Improvement Plan Subcommittee (WIPS) GIS Database <i>Orange, CA</i>	OC Public Works Stormwater Program	<b>James Fortuna</b> Environmental Engineering Specialist ☎ (714) 955-0680 ✉ James.Fortuna@ocpw.ocgov.com
Long Beach Municipal Urban Stormwater Treatment (LBMUST) Master Planning and Preliminary Design <i>Long Beach, CA</i>	City of Long Beach	<b>Alvin Papa</b> Deputy Director-Utilities (Formerly with City of Long Beach) ☎ (714) 536-5503 ✉ alvin.papa@surfcity-hb.org

\* Reference for Rebecca Kinney's experience while employed by another firm.



# PROJECT **SCHEDULE**



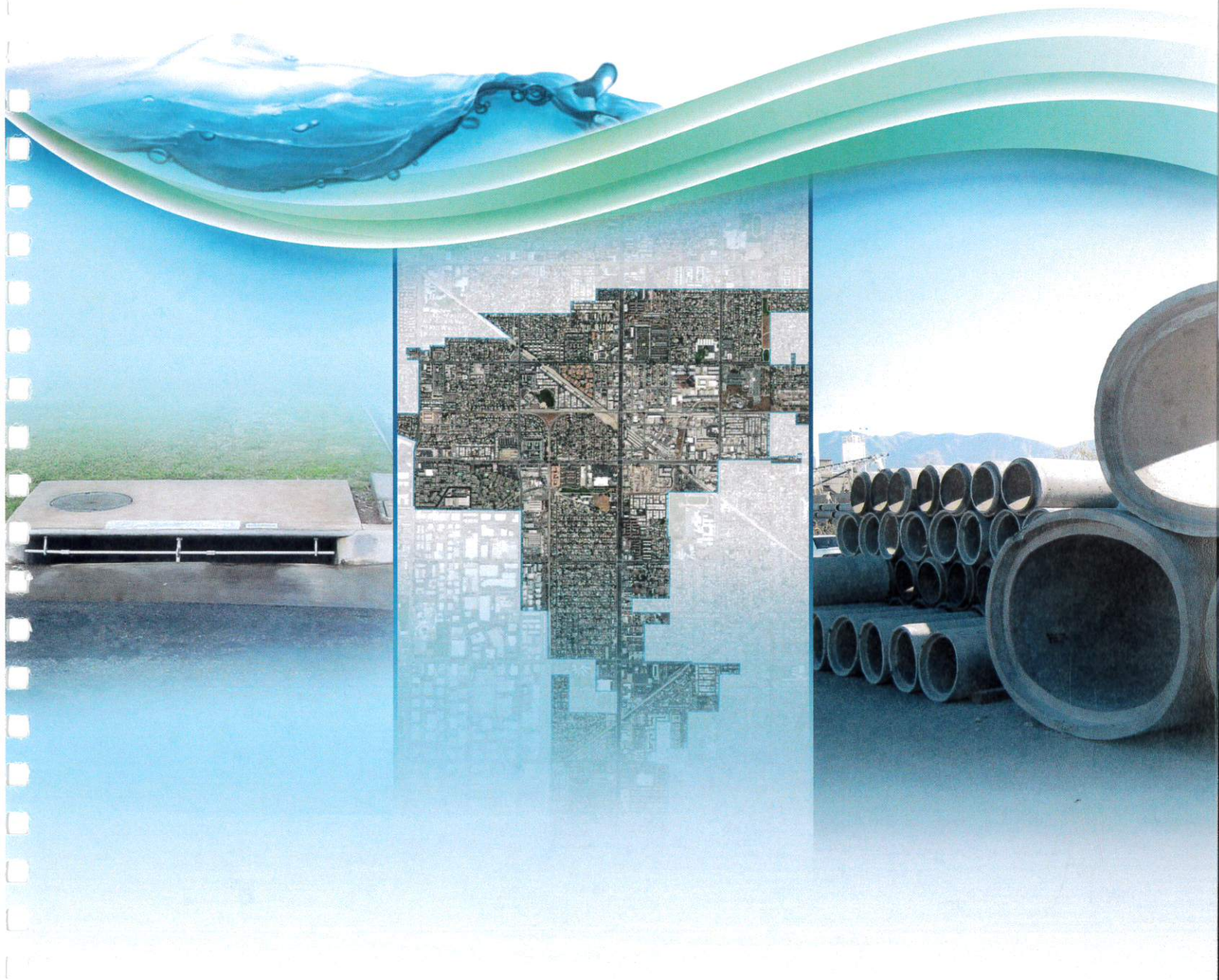


EVIDENCE OF  
**COMPLIANCE W/  
INSURANCE**





# EXCEPTIONS **AND DEVIATIONS**



# EXCEPTIONS AND DEVIATIONS

## Technical Exceptions

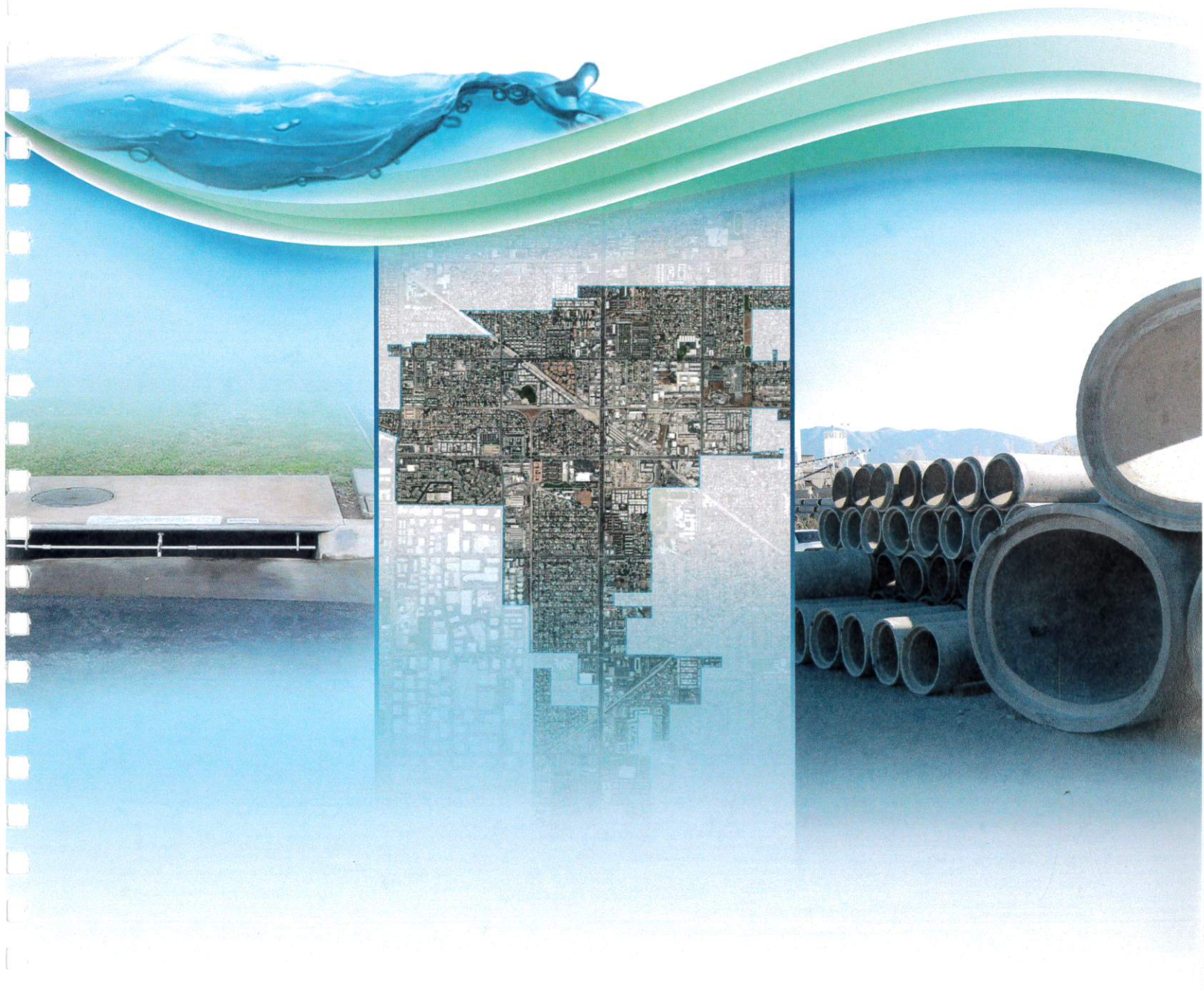
The following technical exceptions are noted based on the team's current understanding of the project scope needs. Should the City wish to include any of these excluded services, PACE can modify the proposed scope and fee to add these services.

1. No two-dimensional above-ground hydraulic modeling.
2. No direct rainfall combined hydrology and hydraulic modeling.
3. No training on the use of the Master Plan or its software.
4. Only one public meeting is included. Additional meetings would be performed on a Time and Expenses addendum.
5. No topographic mapping / survey / staking other than GPS survey to confirm catch basin inverts.
6. No environmental documentation or support, including no environmental permitting.
7. Local government approval meetings, hearings, etc., and preparation of presentation graphics other than the one budgeted and scoped will be under separate work authorization if required.
8. No geological or soils investigation will be performed.
9. No cleaning of any systems is included in this proposal.
10. Only systems in City ROW will be CCTV'd.
11. In the event of a line blockage where the CCTV camera is unable to pass a reach of pipe between two manholes, EPCE will move the camera to the downstream manhole and continue inspecting the reach in an upstream direction. If again the camera fails to pass the entire reach, the inspection of this reach shall be considered complete and flagged. EPCE will notify the City and the Engineer's immediately of "Red Flag" conditions.
12. Debris that is removed from the systems from the cleaning operations will be processed in a safe manner in conformance with industry standards. Debris will be removed from the work site each day. It is assumed to be nonhazardous and non-regulated waste. In the event any of the waste is deemed hazardous or regulated the disposal process will be handled and billed on a time and materials basis.

## Contractual Exceptions

PACE takes no exceptions to the contract language included in the RFP document, Exhibit C: City of Stanton Professional Services Agreement for Storm Drain Master Plan Update.

# PROPOSAL **ACKNOWLEDGEMENT FORM**





**EXHIBIT B**

**PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges receipt of addenda number(s) 1, 2, and 3, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

  
Original Signature by Authorized Officer/Agent

33-0265538  
Vendor's Tax ID Number (FEIN)

Jose Cruz, MS, PE, QSD  
Type/Print Name of Signatory

Pacific Advanced Civil Engineering, Inc. (PACE)  
Company Name

Vice President - Stormwater Management Division Manager  
Title

(714) 481-7248  
Phone Number

17520 Newhope Street, Suite 200, Fountain Valley, CA 92708  
Consultant Mailing Address

(714) 481-7299  
Fax Number

Form of Business (mark one of the following):

www.pacewater.com  
Website Address

Sole Proprietor/Individual

jcruz@pacewater.com  
E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: California



**EXHIBIT “B”**  
**COMPENSATION**  
**[INSERT RATES & AUTHORIZED**  
**REIMBURSABLE EXPENSES]**



**ENGINEERING FEE ESTIMATE  
PROJECT WORKSHEET**

Project Data
Project Name: Stanton SDMP Update
Client: City of Stanton
PACE Job Number: C214
Estimate Date: 11/27/2023

2023 PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$285
Sr. Proj. Mgr./Sr. Consulting Engr.	\$245
Sr. Electrical Engineer / Sr. GIS Analyst	\$235
Project Manager /Consulting Engr./Sr. I&C Specialist	\$230
Sr. Proj. Engr./Sr. Design Engr.	\$210
Instrumentation & Controls Specialist	\$175
Proj. Engr./Design Engineer II	\$180
Sr. CAD Designer	\$165
Design Engineer	\$145
CAD Designer/GIS Analyst	\$140
Graphic Designer	\$120
Project Coordinator	\$100
Administrative Support	\$95
Assistant Designer	\$80
G.P.S. Survey Unit (w/Operator)	\$275
Expert Witness/Legal Consultation	\$350 + Exp.

**Total Fee Amount: \$539,870**

Item No.	Work Item Description	Estimated Manhours												Man-Power Subtotal	Total Task Costs	
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Sr. Electrical Engineer/Sr. GIS Analyst	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Sr. Project Engineer/Sr. Design Engr.	Project Engineer /Design Engr. II	Design Engineer	Sr. CAD Designer	CAD Designer /GIS Analyst	Graphic Designer	Project Coordinator	GPS Survey Unit (w/Operator)			
<b>1</b>	<b>Investigation and Document Review</b>															
1.1	Kick off Meeting (in person)		2					4								\$1,070
1.2	Data Transfer		1					6								\$1,115
1.3	County Meeting		2					4								\$1,070
1.4	Goal Setting		1					2								\$535
1.5	Document Review		5					32								\$5,865
1.6	Data Review		8					8								\$8,160
1.7	GPS Field Verification (assume 1 week)		6					6			36			40		\$13,340
1.8	Define Existing Sumps		1					6								\$1,115
<b>2</b>	<b>CCTV and Condition Assessment (T&amp;E)</b>															<b>\$208,000</b>
<b>3</b>	<b>GIS Updates</b>															<b>\$42,490</b>
3.1	As-built Input		6								120					\$18,270
3.2	Update As-built Based on Field Work		2								40					\$6,090
3.3	Create Base Map		2								10					\$1,890
3.4	Develop Drainage Schema & Geodatabase		3								12					\$2,415
3.5	Develop Atlas Map Prototype		2								8					\$1,610
3.6	Prepare Floodplain Map		1								3					\$665
3.7	Finalize Atlas Maps, Hydrology Maps, and Master Plan of Drainage Maps		6								72					\$11,550
<b>4</b>	<b>Hydrologic Model Development</b>															<b>\$35,825</b>
4.1	Landuse Comparison		2					8			4					\$2,210
4.2	Initial Flow Path Evaluation		2							5						\$1,390
4.3	Coordinate with Orange County on Hydrology Manual Updates		3													\$1,315
4.4	Prepare Hydrology (10,25, 100-year)		8						40	150						\$30,910
<b>5</b>	<b>Hydraulic Model Development</b>															<b>\$68,400</b>
5.1	Existing Condition Hydraulics		20						40	138						\$32,110
5.2	Proposed Condition Hydraulics		30						48	140						\$36,290
<b>6</b>	<b>Alternative Development and Cost Estimating</b>															<b>\$32,135</b>
6.1	Review O&M Practices		3							6						\$1,605
6.2	Define Repair/Placement Projects		4							22						\$4,170
6.3	Define Upsizing of Existing Facilities		4							40						\$6,780
6.4	Define Upstream Extension of Facilities		4							40						\$6,780
6.5	Determine Impact to County Facilities		2							8						\$1,650
6.6	Recommend Improvements to O&M Practices		4							12						\$2,720
6.7	Develop Cost Estimates		6							48						\$8,430
<b>7</b>	<b>Prioritization and CIP Program</b>															<b>\$29,030</b>
7.1	Develop Prioritization Matrix		6							36						\$6,690
7.2	Evaluate Potential Environmental Issues		12							24						\$6,420
7.3	Recommend CIP Projects		20							76						\$15,920
<b>8</b>	<b>Master Plan Report</b>															<b>\$68,420</b>
8.1	60% Draft		16						30	100		16	4	2		\$26,740
8.2	90% Draft		16						24	120		20	2	2		\$28,880
8.3	Final Report		8						18	40		8	4	2		\$12,800
<b>9</b>	<b>Meetings and Project Management</b>															<b>\$23,300</b>
9.1	Monthly Meetings (12)		18							18						\$7,020
9.2	Power Point for Council Meeting		6							10		4	6			\$4,200
9.3	Attend Council Meeting		4													\$980
9.4	Project Management		40											13		\$11,100
<b>TOTALS</b>		<b>0</b>	<b>286</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>205</b>	<b>1108</b>	<b>0</b>	<b>353</b>	<b>16</b>	<b>19</b>	<b>40</b>		<b>\$539,870</b>

**OPTIONAL TASK**

- 10 Utility Potholing (As-Needed)
- 11 Phase 2 CCTV and cleaning (as-needed above budget)

## CITY OF STANTON

### REPORT TO THE STANTON HOUSING AUTHORITY

**TO:** Honorable Chairman and Members of the Authority Board

**DATE:** December 12, 2023

**SUBJECT: LOW AND MODERATE INCOME HOUSING ASSET FUND ANNUAL REPORT FOR FISCAL YEAR 2022-2023 (HOUSING AUTHORITY)**

#### **REPORT IN BRIEF:**

The attached Low and Moderate Income Housing Asset Fund Annual Report for Fiscal Year 2022-2023 is being presented for consideration as required by State Law.

#### **RECOMMENDED ACTIONS:**

1. Authority Board declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Receive and file the Annual Progress Report.

#### **BACKGROUND:**

Section 34176.1(f) of the California Health and Safety Code requires the Stanton Housing Authority, as Housing Successor, to conduct an independent financial audit of the Low and Moderate Income Housing Asset Fund (LMIHAF) within six months of the end of the Fiscal Year (FY).

#### **ANALYSIS/JUSTIFICATION:**

The FY 2022-2023 LMIHAF Annual Report is organized into thirteen different sections detailing housing assets and activity as required by Dissolution Law, including but not limited to:

- Amount of loan repayment
- Amount deposited into the fund
- Ending balance
- Description of expenditures
- Book value of assets owned by the Housing Successor

The financial statements of the Housing Successor are reviewed in conjunction with the City's annual audit.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 6: Maintain and promote a responsive, high quality, and transparent government.

**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**Prepared by:** Crystal Landavazo, Community & Economic Development Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Housing Successor Annual Report for Low and Moderate Income Housing Asset Fund for Fiscal Year 2022-2023

**HOUSING SUCCESSOR ANNUAL REPORT FOR LOW- AND MODERATE-INCOME HOUSING ASSET FUND  
FISCAL YEAR 2022-23**

**PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)**

**STANTON HOUSING AUTHORITY**

This Housing Successor Annual Report (Report) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF), has been prepared pursuant to California Health and Safety Code (HSC) Section 34176.1(f). This Report sets forth certain details of the Stanton Housing Authority (Housing Successor) activities during Fiscal Year 2022-2023 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor as required by Part 1.85, Division 24 of the HSC, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by City staff on behalf of the Housing Successor. The financial statements of the Housing Successor are audited in conjunction with the City's annual audit. This Report is organized into Sections I through XIII pursuant to Section 34176.1(f) of the Dissolution Law:

- I. Amount of Loan Repayment Transferred to the LMIHAF:** Twenty percent of any loan repayment must be deducted from the loan repayment amount and be transferred to the LMIHAF.
- II. Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from other amounts deposited.
- III. Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from other amounts deposited with Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from other amounts deposited.
- IV. Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- V. Book Value of Assets Owned by Housing Successor:** This section provides the book value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous fiscal years, including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF funds will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees, or special needs housing.

- VII. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VIII. Status of Compliance with Section 33334.16:** This section reports the status of compliance with Section 33334.16 for interests in real property that were acquired by the former redevelopment agency prior to February 1, 2012.
- IX. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that were outstanding as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations of the former redevelopment agency, and the Housing Successor's plans to meet any unmet obligations.
- X. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by each specified income restriction for a five-year period beginning January 1, 2014, and whether certain statutory thresholds have been met. Reporting of this Income Test is not required until 2019. The first five-year period for reporting this information is included in this Report.
- XI. Senior Housing Test:** This section provides the percentage of deed-restricted rental housing units restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency and its host jurisdiction within the same 10-year time period.
- XII. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the housing successor's plan for eliminating the excess surplus.
- XIII. Inventory of Homeownership Units:** This section provides a summary of covenanted homeownership units assisted by the former redevelopment agency or the housing successor that include equity sharing and repayment provisions, including: (A) number of units; (B) number of units lost to the portfolio in the last Fiscal Year and the reason for those losses, (C) any funds returned to the housing successor pursuant to losses or repayments, and (D) identify contracts for the management of housing units.

This Report is to be provided to Housing Authority and its governing body, the City Council, in accordance with the Dissolution Law and the HAL. In addition, this Report will be posted and made available to the public on the City's website at: [https://www.stantonca.gov/departments/community\\_development/housing\\_program.php](https://www.stantonca.gov/departments/community_development/housing_program.php) and thereafter appended to the City's annual update report prepared under Section 65400 of the Government Code.

- I. **Amount of Loan Repayment Transferred to the LMIHAF:** A total of \$50,000 was repaid to the Rehabilitation Loan Program.
- II. **Amount deposited into LMIHAF:** A total of \$936,606.15 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited in to the LMIHAF, \$0.00 were held for items listed on the ROPS.
- III. **Ending Balance of the LMIHAF:** At the close of the Fiscal Year, the ending balance in the LMIHAF was \$10,856,499.49 of which \$0.00 were held for items listed on the ROPs.
- IV. **Description of Expenditures from LMIHAF:** The following is a description of expenditures from the LMIHAF by category:

LMIHAF Expenditures for FY 2022-23		
Monitoring & Administration Expenditures:		
Housing Administration	\$	147,664
Operation and Maintenance of Affordable Housing		776,496
Total		\$ 924,160
Homeless Prevention and Rapid Rehousing Services Expenditures:		
Homeless Outreach Services	\$	11,014
Rapid Rehousing Services		77,385
Total		\$ 88,399
Housing Development Expenditures:		
Expenditures on Low Income Units	\$	0
Expenditures on Very-Low Income Units		0
Expenditures on Extremely-Low Income Units		2,500,000
Total Housing Development Expenditures		\$ 2,500,000
Total LMIHAF Expenditures in Fiscal Year		\$ 3,512,559

- V. **Statutory Value of Assets Owned by Housing Successor:** Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former Redevelopment Agency as listed on the Housing Asset Transfer Schedule (HATS) approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Authority, as Housing Successor, pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Authority, as housing successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the Book Value of assets owned by the Housing Authority, as housing successor.

	<b>As of End of FY</b>
Book Value of Real Property Owned by Housing Authority	\$20,558,771
Value of Loans and Grants Receivable	\$1,018,000
<b>Total Value of Housing Successor Assets</b>	<b>\$21,576,771</b>

**VI. Description of Transfers:** The Housing Authority, as housing successor, made 0 LMIHAF transfers to other housing successors under Section 34176.1(c)(2) during the Fiscal Year.

**VII. Project Descriptions:** The Housing Authority as housing successor, is not owed nor holds property tax revenue pursuant to the ROPS for any project during the Fiscal Year or at June 30, 2023.

**VIII. Status of Compliance with Section 33334.16:** With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 is deemed to have commenced on the date that the Department of Finance (DOF) approved the property as a housing asset for the LMIHAF. Thus, as to any real property acquired by the former Redevelopment Agency that is now held by the Housing Successor in its LMIHAF, the Housing Successor must initiate development activities consistent with the purpose for which the property was acquired within five years of the date that the DOF approved such property to be a housing asset. The following provides a status update on the properties that were acquired prior to and after February 1, 2012:

<b>Date Acquired</b>	<b>Address</b>	<b>Status of Housing Successor Activity</b>
3/3/2010	8831, 8841, 8910 Pacific	Part of Tina-Pacific neighborhood proposed multifamily project (see Section IX). The Stanton Housing Authority approved a deadline extension for these properties on April 10, 2018. The City entered a Disposition and Development agreement for these properties on September 25, 2018. On August 11, 2020, the Stanton Housing Authority suspended two separate but related Disposition and Development Agreements with Related/Tina Pacific I Development Co., LLC and Related/Tina Pacific II Development Co., LLC – both of which pertained to several improved and unimproved parcels of property on Tina Way and Pacific Avenue. On October 27, 2020, the City and Authority declared these properties
6/29/2011	8851, 8920, 8970 Pacific; 8930, 8940, 8950, 8960, 8970 Tina	
11/30/2011	8880 Pacific	
2/2/2012	8861, 8871, 8881, 8891, 8901, 8911, 8930, 8941 Pacific; 8890 Tina	
3/15/2012	8940, 8950 Pacific	
5/4/2012	8931 Pacific	
12/4/2012	8951 Pacific	



		<p>surplus land pursuant to Government Code Section 54220 to market and sell the properties and apply the proceeds of any and all sales to other affordable housing projects in the City.</p> <p>In January 2021 the City received a Letter of Intention from three firms and entered into good faith negotiations with Related Development Co, Brandywine Homes, and Volunteers of America. The City is working to select a firm to complete the rehabilitation and redevelopment of the Tina Pacific Neighborhood. In March of 2021, the City demolished a City-owned uninhabitable apartment structure comprised of 4 units in the Tina/Pacific neighborhood. The City anticipates replacing these units as part of the redevelopment effort for the neighborhood. On December 14, 2021, the City Council approved an Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&amp;C Development Co. and National Community Renaissance of California regarding the Tina-Pacific Neighborhood. The project conceptually consists of 116 market-rate townhomes and a minimum of 108 affordable multi-family rental apartments. On June 28, 2022, City Council awarded a construction contract to Interior Demolition, Inc., to provide professional demolition and abatement services in the amount of \$93,800.00 for the 8861 Pacific Avenue demolition and abatement project. The structure was severely damaged by fire and was demolished for public safety reasons. The ENA was subsequently extended on May 12, 2022, through November 12, 2022, on December 1, 2022, through February 10, 2023, on January 24, 2023, through August 10, 2023, and most recently on August 8, 2023, the City Council and the Housing Authority Board approved a final extension of 365 days through August 10, 2024 to allow the completion of project negotiations.</p>
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6/28/2011	7455 Katella Avenue	The property was sold to KB Homes on October 22, 2019, for \$810,000. An application submitted by KB Homes was approved to build 36 residential condominium units on a vacant lot. The project is near completion pending the last four units that are currently under construction.
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**IX. Description of Outstanding Obligations under Section 33413:** Prior to dissolution, the Stanton Redevelopment Agency purchased twenty-five (25) properties in the Tina/Pacific neighborhood utilizing the Low- and Moderate-Income Housing Fund. The Agency relocated residents from 11 of the properties and subsequently demolished 11 buildings. In total, these demolitions created a replacement housing obligation under Section 33413 of 44 units and 88 bedrooms (i.e., 11 buildings demolished x 4 residential units per building [each building was a four-plex containing four residential units, with each unit containing two bedrooms]). The City will satisfy its replacement housing obligation with respect to these 44 units once the three Project Homekey projects (described in further detail below) are fully operational. Collectively, the Stanton Inn & Suites, Tahiti, and Riviera PSH Projects will create an aggregate total of: (i) 140 new units; and (ii) 140 new bedrooms for extremely low or very low income households (71 + 59 + 10). With this in mind, the 140 new affordable units created by the Stanton Inn & Suites, Tahiti, and Riviera PSH Projects exceeds the 44 units that the Housing Authority was required to replace under HSC 33413(a). Similarly, the 140 bedrooms created by the Stanton Inn & Suites, Tahiti, and Riviera PSH Projects exceeds the 88 bedrooms that the Housing Authority was required to replace under HSC 33413(a).

The City has been working to redevelop the Tina-Pacific neighborhood with new multifamily development including affordable housing units. In March of 2021, the City demolished a City-owned unhabitable apartment structure comprised of 4 units in the Tina/Pacific neighborhood and anticipates replacing these units as part of the ongoing redevelopment effort. On December 14, 2021, the City Council approved an Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Co. and National Community Renaissance of California regarding the Tina-Pacific Neighborhood. The project conceptually consists of 116 market-rate townhomes and a minimum of 108 affordable multi-family rental apartments. On August 8, 2023, the City Council/Housing Authority Board approved a final extension of 365 days to allow for the completion of project negotiations and presentation of a finalized draft of the DDA and Purchase and Sale Agreement to the Council. This extension set the expiration date to August 10, 2024.

On September 22, 2020, the City Council and Housing Authority approved a funding commitment in the amount of \$5 million from the Housing Authority to Jamboree Housing Corporation in support of Housing Projects contemplated for vulnerable populations. On November 17, 2020, the City Council and Housing Authority approved two Homekey Program Matching Grant and Regulatory Agreements with Jamboree Housing for the development of the Stanton Inn & Suites

and Tahiti Motel as interim and permanent supportive housing. On March 29, 2022, the Housing Authority amended the Stanton Inn Grant Agreement for Project Homekey. The Regulatory Agreements were also amended to clarify the affordability levels of the units. All units in both Projects shall be restricted to Very Low Income individuals and households making no more than 50% of the Average Median Income (AMI) in Orange County.

On October 27, 2020, the City entered into a 60-year lease agreement with Jamboree Housing Corporation for the property located at 11870 Beach Boulevard. The City-owned property is adjacent to the existing Tahiti Motel and will be used accommodate the community building, outdoor amenities and other service features for the residents of the Project Homekey development. On October 26, 2021, the City Council approved the first amendment to the option to lease agreement with the Jamboree Housing Corporation (JHC), extending the option's expiration date to April 18, 2022. On March 29, 2022, the City and the Tahiti Developer entered into a Lease Agreement. Terms of the lease include, a 99-year lease term, with annual rent of \$1.00 per year, to be pre-paid in full on the commencement date of the lease.

On November 23, 2021, the City Council approved Homekey Program Permanent Supportive Housing Funding commitment for the Riviera Motel. The County of Orange, along with its co-applicant, Jamboree Housing Corporation submitted an application for the Riviera Motel. On June 28, 2022, the City executed the \$2,500,000, single lump sum funding for the Riviera Motel Permanent Supportive Housing Conversion Project. The City's contribution is approximately a quarter of the total cost for the Riviera Motel Permanent Supportive Housing Conversion Project and would maximize the Homekey contribution and the State's matching requirement. This investment will support the immediate conversion of the units into permanent supportive housing and avoid the costly interim operations costs. Once completed, the units will be reserved for Extremely Low Income Households making no more than 30% of AMI.

The three Homekey projects are currently undergoing construction. Once completed, the Tahiti Motel, Stanton Inn & Suites and the Riviera Motel Housing Conversion Projects are anticipated to create a total of 140 new units for Extremely Low or Very Low Income Households. The projects are expected to be fully operational in the upcoming fiscal year. Once operational, these projects will satisfy the replacement housing obligation profiled in the first paragraph of this Section IX.

- X. Income Test:** Section 34176.1(a)(3)(B) requires that the Housing Authority, as housing successor, post-dissolution to ensure that at least 30% of the funds in the LMIHAF are expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. The term "development" under this section is defined as: "new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code." If the Housing Authority, as housing successor, were to fail to comply with the Extremely-Low Income requirement in any five year report, then as housing successor it must ensure that at least 50% of the funds remaining

in the LMIHAF be expended in each fiscal year following the latest Fiscal Year following the report on households earning 30% or less of the AMI until the Housing Authority, as housing successor, demonstrates compliance with the Extremely-Low Income requirement.

On November 17, 2020, the City Council and Housing Authority approved two Homekey Program Matching Grant and Regulatory agreements for Jamboree Housing Corporation for the acquisition, rehabilitation and development of the Stanton Inn & Suites and Tahiti Motel as interim and ultimately permanent supportive housing. On November 18, 2020, \$1,961,438 was distributed for the Tahiti Motel. On November 24, 2020, Stanton Inn & Suites was granted \$607,712. As a part of the March 29, 2022 amended agreement, units in both Projects shall be restricted as follows. For the Stanton Inn & Suites, 21 units (30%) will be restricted to Very Low Income individuals and households making no more than 30% of the Adjusted Median Income (AMI) in Orange County, and 35 units will be restricted to Very Low Income individuals and households making no more than 60% of the Adjusted Median Income (AMI) in Orange County. For the Tahiti Motel, 18 units (30%) will be restricted to Very Low Income individuals and households making no more than 30% of the Adjusted Median Income (AMI) in Orange County, and 29 units will be restricted to Very Low Income individuals and households making no more than 60% of the Adjusted Median Income (AMI) in Orange County.

On September 14, 2021, the City Council approved the property transfer agreement of 11870 Beach Blvd. to the Stanton Housing Authority for a purchase price of \$890,000. A community center is to be constructed on the site for the permanent supportive housing for low and very-low-income households at 11850 and 11892 Beach Blvd. This transfer facilitated the lease of the property to the Project Home Key Developer, Jamboree Housing. On March 29, 2022, the City and the Tahiti Developer entered into a Lease Agreement for the property. The terms of the lease include, a 99-year lease term, with annual rent of \$1.00 per year, to be pre-paid in full on the commencement date of the lease.

On November 23, 2021, the City Council approved Homekey Program Permanent Supportive Housing Funding commitment for the Riviera Motel. On June 28, 2023, the City executed the \$2,500,000, single lump sum funding for the Riviera Motel Permanent Supportive Housing Conversion Project. The Riviera Motel is proposed as an adaptive re-use of an existing 21-unit motel into PSH for extremely low-income individuals who are experiencing homelessness or chronically homelessness.

The Homekey Program Permanent Supportive Housing Projects are currently under construction. The sites are expected to be fully operational in the upcoming fiscal year. As required per the Regulatory Agreements, an Income Certification Form used to confirm that the tenants are qualified households (as described above). Additionally, the City reserves the right to request and obtain file all Income Certification Forms completed by applicants for occupancy of the Affordable Units and by Qualified Households that occupied or are occupying Affordable Units.

- XI. Senior Housing Test:** The Housing Authority, as housing successor, is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the housing

successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the housing successor, the former redevelopment agency and/or City within the same time period. If this percentage were to exceed 50%, then as the housing successor it cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Authority, as housing successor, or the City assists, and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

Neither the former redevelopment agency nor the Housing Authority, as housing successor, provided financial assistance for development of senior housing within the past ten-year period. Further, no such activity has occurred through this Fiscal Year of 2022-23.

**XII. Excess Surplus Test:** Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor’s preceding four fiscal years, whichever is greater.

June 30, 2023	
<b>Total Housing Authority Liabilities and Fund Balance Less:</b>	<b>\$ 10,856,499</b>
<b>Bond Proceeds</b>	<b>-</b>
<b>Available Fund Balance</b>	<b>\$ 10,856,499</b>
<b>Less Unavailable Amounts:</b>	
<b>Loans Receivable</b>	<b>1,018,000</b>
<b>Available Housing Successor Funds</b>	<b>9,838,499</b>
<b>Limitation calculation</b>	
FY 2022/2023	\$ 936,606
FY 2021/2022	1,541,743
FY 2020/2021	938,703
FY 2019/2020	1,496,553
<b>Total</b>	<b>\$ 4,913,605</b>
<b>Base Limitation</b>	<b>\$ 1,000,000</b>
<b>Greater amount of \$1,000,000 or sum of four years deposits</b>	<b>4,913,605</b>
<b>Computed Excess/Surplus</b>	<b>\$ 4,924,894</b>

Based upon this calculation the Successor Agency has an excess surplus however, the Successor Agency anticipates committing the funds, following all required public hearings, to the Tina Pacific project to ensure the development of affordable housing. The Successor Agency retains its full and sole discretion as to any project approval and if the Tina Pacific project is not approved or does not proceed the Successor Agency shall comply with the requirements of Health and Safety Code Section 34176.1(d).

**XIII. Inventory of Homeownership Units:** This section provides an inventory of homeownership units assisted by the Former Agency and that are administered by the Housing Authority, as housing successor, which units are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low- and Moderate-Income Housing Fund per Section 33334.3(f).

Number of units assisted by the former redevelopment agency	0
Number of units lost to the portfolio before February 1, 2012	0
Number of units lost to the portfolio from February 1, 2012 to June 30, 2020	0
Reason for Loss	N/A
Funds returned to Housing Successor	0
Contracted with outside entity for management	Yes - Tina-Pacific Neighborhood Property Management
Name of outside entity	Quality Management Group

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION IN SUPPORT OF THE PALESTINIAN PEOPLE OF GAZA**

#### **REPORT IN BRIEF:**

At the November 14, 2023, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres requested to discuss the creation of a resolution in support of the Palestinian people of Gaza, which also calls for a ceasefire in Israel and occupied Palestine. At the November 28, 2023, City Council meeting, the City Council directed staff to create a staff report and resolution for City Council consideration modeling the proposed resolution passed by the City of Cudahy, California.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2023-30, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AFFIRMING THE CITY'S SUPPORT AND SOLIDARITY WITH THE PALESTINIAN PEOPLE OF GAZA AND SUPPORT REPRESENTATIVE CORI BUSH'S CONGRESSIONAL RESOLUTION CALLING FOR AN IMMEDIATE DE-ESCALATION AND CEASE-FIRE IN ISRAEL AND OCCUPIED PALESTINE".**

#### **BACKGROUND:**

At the November 28, 2023, City Council meeting, under City Council Initiated Business, the City Council received consensus of four city council members to proceed with the creation of staff report and resolution for City Council consideration modeling the proposed resolution passed by the City of Cudahy, California.

**FISCAL IMPACT:**

There are no fiscal impacts associated with the recommended actions.

**ENVIRONMENTAL IMPACT:**

This item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

**Prepared by:** Patricia A. Vazquez, City Clerk

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

- A. Proposed Resolution No. 2023-30
- B. City of Cudahy Resolution No. 23-48



**RESOLUTION NO. 2023-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AFFIRMING THE CITY'S SUPPORT AND SOLIDARITY WITH THE PALESTINIAN PEOPLE OF GAZA AND SUPPORT REPRESENTATIVE CORI BUSH'S CONGRESSIONAL RESOLUTION CALLING FOR AN IMMEDIATE DE-ESCALATION AND CEASE-FIRE IN ISRAEL AND OCCUPIED PALESTINE**

**WHEREAS**, 1,400 Israelis were killed by Hamas on October 7, 2023, and nearly 10,000 Palestinians, including over 3,000 children, have been killed by the Israeli government in this escalated conflict; and

**WHEREAS**, the City of Stanton stands in solidarity with the Palestinian people of Gaza, who are currently facing collective punishment by the Israeli government; and

**WHEREAS**, collective punishment is considered a war crime under international law, and refers to a form of sanction imposed on persons or a group of persons in response to a crime committed by one of them or a member of the group; and

**WHEREAS**, the Israeli government is engaging in collective punishment against the Palestinian people in Gaza in response to Hamas attacks on Israel; and

**WHEREAS**, this collective punishment of the Palestinian people includes shutting off all access to electricity, drinking water, food, and humanitarian aide; and

**WHEREAS**, the United Nations (UN) says approximately 2 million people in Gaza may soon run out of drinking water and all medical care; and

**WHEREAS**, the Gaza Strip, one of the most densely populated places on Earth, has been repeatedly referred to by human rights groups as "the world's largest open-air prison" even prior to this conflict; and

**WHEREAS**, Gaza is known as "the world's largest open-air prison" due to ongoing, unbearable living conditions imposed by the Israeli government, including a full air, land and sea blockade, enclosure of its borders by concrete walls and barbed wire fences, and the strict prohibition of Palestinians from leaving and entering the territory freely; and

**WHEREAS**, this blockade on Gaza has caused a 42% unemployment rate, while 84% of the population relies on humanitarian aid, 41% of Palestinians have too little food, 60% of Palestinian children are anemic, and the Gazan population cannot count on more than 2-4 hours of continuous electrical power a day; and

**WHEREAS**, prior to this current water shortage, only 1% of Gaza population has access to safe drinking water, leaving Gaza's population - half of whom are children - increasingly vulnerable to waterborne diseases, infections, and dehydration; and

**WHEREAS**, hundreds of thousands of lives are at imminent risk if a cease-fire is not achieved and humanitarian aid is not delivered without delay; and

**WHEREAS**, the Federal Government holds immense diplomatic power to save Israeli and Palestinian lives.

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

1. That the City of Stanton takes seriously the entreaty of "Never Again," and that the historical memory of the Holocaust means fighting ethnic cleansing and apartheid everywhere.
2. That the City of Stanton vows to combat antisemitism and ethno-nationalism in all its forms.
3. That the City of Stanton calls for an immediate humanitarian ceasefire and the safe passage of substantial humanitarian aid to Gaza.
4. That the City of Stanton calls for the immediate release of all Israeli hostages taken by Hamas.
5. That the City of Stanton calls for an end to Israeli apartheid and the occupation and blockade of Palestinian land by Israeli military forces.
6. That the City of Stanton endorses the Congressional Resolution submitted by Representatives Cori Bush (MO-01), Rashida Tlaib (MI-12), Andre Carson (IN- 07), Summer Lee (PA-12), and Delia C. Ramirez (IL-03), alongside Representatives Jamaal Bowman (NY-16), Bonnie Watson Coleman (NJ-12), Jesus "Chuy" Garcia (IL-04), Jonathan Jackson (IL-01), Alexandria Ocasio-Cortez (NY-14), Ilhan Omar (MN-05), Ayanna Pressley (MA-07), and Nydia Velazquez (NY-07) and urges our Congressional Representative, Rep. Robert Garcia, and California's Congressional delegation to vote in support of the resolution.
7. That the City Council directs the City Manager or their designee to immediately distribute this Resolution upon its adoption to the offices of Senator Alex Padilla (CA), Representatives Robert Garcia (CA-42), Cori Bush (MO-01), Rashida Tlaib (MI-12), Andre Carson (IN-07), Summer Lee (PA-12), and Delia C. Ramirez (IL-03), alongside Representatives Jamaal Bowman (NY-16), Bonnie Watson Coleman (NJ-12), Jesus "Chuy" Garcia (IL-04), Jonathan Jackson (IL-01), Alexandria Ocasio-Cortez (NY-14), Ilhan Omar (MN- 05), Ayanna Pressley (MA-07), and Nydia Velazquez (NY-07).
8. That the City of Stanton advocates for the dignity and safety of residents in every community, regardless of what crimes its leadership may commit, and that peaceful diplomacy is the only way to achieve this safety and dignity.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of December 2023.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-30 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on December 12, 2023, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

**RESOLUTION NO. 23-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA AFFIRMING THE CITY'S SUPPORT AND SOLIDARITY WITH THE PALESTINIAN PEOPLE OF GAZA AND SUPPORT REP. CORI BUSH'S CONGRESSIONAL RESOLUTION CALLING FOR AN IMMEDIATE DE-ESCALATION AND CEASE-FIRE IN ISRAEL AND OCCUPIED PALESTINE**

WHEREAS, 1,400 Israelis were killed by Hamas on October 7th and nearly 10,000 Palestinians, including over 3,000 children, have been killed by the Israeli government in this escalated conflict; and

WHEREAS, the City stands in solidarity with the Palestinian people of Gaza, who are currently facing collective punishment by the Israeli government; and

WHEREAS, collective punishment is considered a war crime under international law, and refers to a form of sanction imposed on persons or a group of persons in response to a crime committed by one of them or a member of the group; and

WHEREAS, the Israeli government is engaging in collective punishment against the Palestinian people in Gaza in response to Hamas attacks on Israel; and

WHEREAS, this collective punishment of the Palestinian people includes shutting off all access to electricity, drinking water, food, and humanitarian aid; and

WHEREAS, the UN says approximately 2 million people in Gaza may soon run out of drinking water and all medical care; and

WHEREAS, the Gaza Strip, one of the most densely populated places on Earth, has been repeatedly referred to by human rights groups as “the world’s largest open-air prison” even prior to this conflict; and

WHEREAS, Gaza is known as “the world’s largest open-air prison” due to ongoing, unbearable living conditions imposed by the Israeli government, including a full air, land and sea blockade, enclosure of its borders by concrete walls and barbed wire fences, and the strict prohibition of Palestinians from leaving and entering the territory freely; and

WHEREAS, this blockade on Gaza has caused a 42% unemployment rate, while 84% of the population relies on humanitarian aid, 41% of Palestinians have too little food, 60% of

Palestinian children are anemic, and the Gazan population cannot count on more than 2-4 hours of continuous electrical power a day; and

WHEREAS, prior to this current water shortage, only 1% of Gaza population has access to safe drinking water, leaving Gaza's population – half of whom are children – increasingly vulnerable to waterborne diseases, infections, and dehydration; and

WHEREAS, hundreds of thousands of lives are at imminent risk if a cease-fire is not achieved and humanitarian aid is not delivered without delay; and

WHEREAS, the Federal Government holds immense diplomatic power to save Israeli and Palestinian lives.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AS FOLLOWS:**

RESOLVED, that the City of Cudahy takes seriously the entreaty of “Never Again,” and that the historical memory of the Holocaust means fighting ethnic cleansing and apartheid everywhere; and

BE IT FURTHER RESOLVED, that the City of Cudahy vows to combat antisemitism and ethno-nationalism in all its forms; and

BE IT FURTHER RESOLVED that the City of Cudahy calls for an immediate humanitarian ceasefire and the safe passage of substantial humanitarian aid to Gaza; and

BE IT FURTHER RESOLVED that the City of Cudahy calls for the immediate release of all Israeli hostages taken by Hamas; and

BE IT FURTHER RESOLVED that the City of Cudahy calls for an end to Israeli apartheid and the occupation and blockade of Palestinian land by Israeli military forces; and

BE IT FURTHER RESOLVED, that the City of Cudahy endorses the Congressional Resolution submitted by Representatives Cori Bush (MO-01), Rashida Tlaib (MI-12), André Carson (IN-07), Summer Lee (PA-12), and Delia C. Ramirez (IL-03), alongside Representatives Jamaal Bowman (NY-16), Bonnie Watson Coleman (NJ-12), Jesús “Chuy” García (IL-04), Jonathan Jackson (IL-01), Alexandria Ocasio-Cortez (NY-14), Ilhan Omar (MN-05), Ayanna Pressley (MA-07), and Nydia Velázquez (NY-07) and urges our Congressional Representative, Rep. Robert Garcia, and California's Congressional delegation to vote in support of the resolution.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager or his designee to immediately distribute this Resolution upon its adoption to the offices of Senator Alex Padilla (CA), Representatives Robert Garcia (CA-42), Cori Bush (MO-01), Rashida Tlaib (MI-12), André Carson (IN-07), Summer Lee (PA-12), and Delia C. Ramirez (IL-03), alongside Representatives Jamaal Bowman (NY-16), Bonnie Watson Coleman (NJ-12), Jesús “Chuy” García (IL-04), Jonathan Jackson (IL-01), Alexandria Ocasio-Cortez (NY-14), Ilhan Omar (MN-05), Ayanna Pressley (MA-07), and Nydia Velázquez (NY-07).

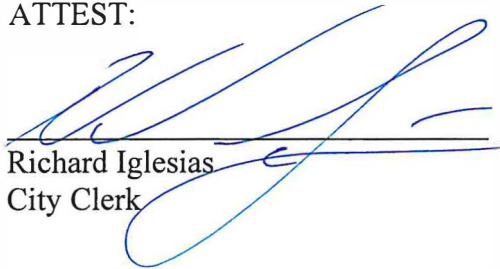
FINALLY, BE IT RESOLVED that the City of Cudahy advocates for the dignity and safety of residents in every community, regardless of what crimes its leadership may commit, and that peaceful diplomacy is the only way to achieve this safety and dignity.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 7<sup>th</sup> day of November 2023.



\_\_\_\_\_  
Daisy Lomeli  
Mayor

ATTEST:




\_\_\_\_\_  
Richard Iglesias  
City Clerk

CERTIFICATION

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )     SS:  
CITY OF CUDAHY                        )

I, Richard Iglesias, City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 23-48 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 7<sup>th</sup> day of November, 2023, and that said Resolution was adopted by the following vote, to-wit:

AYES:            C. Gonzalez, Alcantar, and Lomeli  
NOES:            Fuentes  
ABSENT:         J. Gonzalez  
ABSTAIN:        None

  
\_\_\_\_\_  
Richard Iglesias  
City Clerk

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: CONSIDERATION OF EXTENSION OF EXPIRED COMMERCIAL CANNABIS PERMITS**

#### **REPORT IN BRIEF:**

At the October 24, 2023, City Council meeting, Mayor Shawver requested that a discussion regarding a review and update of the City’s current cannabis ordinance be agendaized for discussion. At the November 14, 2023, City Council meeting, per the discussion, the City Council directed staff to bring back an agenda report focused on the possible extension of recently expired cannabis permits.

#### **RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff regarding the extension of expired commercial cannabis business permits.

#### **BACKGROUND:**

In June 2020, Council adopted Ordinance 1100 establishing regulations and zoning standards related to commercial cannabis businesses. From September 14 – October 29, 2020, the City solicited interested businesses, received 56 applications and issued 13 permits.

<b>Category</b>	<b>Applications Received</b>	<b>Permits Issued</b>
Cultivation	4	3
Delivery	5	4
Distribution	1	1
Manufacturing	1	1
Retail	45	4



In regard to the validity and expiration of the permits, Stanton Municipal Code Section 5.77.100 includes the following:

- A permit is valid upon issuance and continues in effect until it expires automatically 12 months after the date of its issuance, unless extended or sooner suspended, or revoked.
- If a permittee has not opened its business and become operational within 12 months of securing a permit, all rights to the permit shall terminate and shall be forfeited. However, if the permittee can show significant and diligent progress towards opening (e.g., evidence demonstrating substantial funds invested, applications submitted for licenses or permits, etc.), the City Manager may provide one six-month extension to become operational.
- The City may also provide up to one six-month extension of time to become operational if there is an ongoing local emergency or force majeure (e.g., acts of God, war, pandemics, and strikes) that results in substantial delay in processing any of the necessary approvals for the permit.
- The total time of any extension provided shall not exceed a maximum of two years after issuance of the original permit. Failure to receive any extension shall render the permit expired.
- Any permittee that received a permit in November 2021 shall be required to be operational by May 31, 2023. Failure to become operational by May 31, 2023 shall result in the automatic expiration of the permit, except that a permittee may apply for an additional six-month extension due to an ongoing local emergency or force majeure.

As of November 30, 2023, four of the 13 permits issued are operational, and nine have expired.

<b>Category</b>	<b>Permittee</b>	<b>Operational</b>	<b>Expired</b>
Cultivation	Culture Stanton Growers		X
Cultivation	Pure Stanton		X
Cultivation	Stanton Fresh Farms		X
Delivery	Club Nirvana		X
Delivery	Dyrect		X
Delivery	Indo Cali		X
Delivery	Stanton Sage Holding		X
Distribution	Corktown Life		X
Manufacturing	Pure Stanton		x
Retail	Catalyst	X	
Retail	Culture	X	
Retail	Haven 5	X	
Retail	Kannabis Works	X	

**ANALYSIS/JUSTIFICATION:**

On July 5, 2023, Joseph Adeife of the Law Offices of Joseph Adeife submitted an extension request beyond the November 30, 2023 deadline to the City Manager on behalf of Stanton Fresh Farms (cultivation). Based upon the City’s Municipal Code, the City Manager denied the extension request.

On October 18, 2023, the City received a letter from the Law Offices of Joseph Adeife on behalf of Allen Othman, property owner of 8131 Electric Avenue and 10762 Chestnut Avenue, the building locations for Stanton Fresh Farms (cultivation) and Culture Stanton Growers (cultivation) respectively, requesting a “reasonable” extension beyond the November 30, 2023 deadline.

On October 10, 2023, staff received a request for an extension from Dyrect (delivery) beyond the November 30, 2023 deadline. Based upon the City’s Municipal Code, the extension request was denied.

Timeline of Activities and Requested Extension

Staff has documented the following timelines for each permittee requesting an extension going back to their initial engagement with the City. Staff also reached out to each permittee and requested they provide a realistic extension time frame to be open and operational.

**Culture (Cultivation)**

The following timeline provides a record of Culture’s activities. Culture responded that they are requesting an additional 36-month extension beyond the November 30, 2023 deadline, out to November 30, 2026. Culture has stated the electrical upgrade wait time is the cause of their request, and that wait time is currently estimated at 24 months.

11/2021	City issues permit.
03/22/2022	Permittee submits plan for plan check. Plan check routed to Building and Planning.
04/26/2022	Plan check completed (corrections required).
06/15/2022	Plan check resubmitted and routed same day to Building and Planning.
07/06/2022	Plan check completed (corrections required).
03/27/2023	Meeting to discuss status of project with property owner and architect.
07/25/2023	Plan check resubmitted.
07/26/2023	Plans routed to Building and Planning.
08/03/2023	Plan check completed and comment letter issued.
09/20/2023	Architect sends email with questions about comment letter items.
09/25/2023	Staff responds to architect’s email.
09/25/2023	Architect sends email with updated plans for preliminary review prior to submitting through portal.
09/26/2023	Staff responds to architect’s email with comments.

09/27/2023	Architect states he will update the full set of plans and submit through the portal.
09/27/2023	Staff responds advising architect to submit to the portal in order to expedite review process.
10/05/2023	Plan check resubmitted.
10/05/2023	Plan check invoice for 4th plan check sent to applicant.
10/08/2023	Plan check invoice paid.
10/09/2023	Plans routed for review.
10/25/2023	Architect sends follow-up email regarding the status of plan check.
10/25/2023	Staff informs architect that the plans are still under review.

### **Stanton Fresh Farms (Cultivation)**

The following timeline provides a record of Stanton Fresh Farms' activities. Stanton Fresh Farms did not respond to staff's inquiry regarding requested extension.

11/2021	City issues permit.
06/14/2022	Location Verification Application submitted to staff.
06/20/2022	Staff approves location.
07/05/2022	Emails between staff and applicant regarding design questions.
09/26/2022	Plans submitted via email for preliminary review from Planning Division. Staff recommends applicant submit a full set of plans for plan check due to time remaining on permit.
02/20/2023	Applicant requests a meeting with staff to discuss preliminary comments. Staff addresses questions.
03/27/2023	Staff meet with property owner and applicant to discuss design issues.
05/11/2023	Staff emails plan check comments to applicant.
05/15/2023	Staff answers questions regarding plan check comments.
08/28/2023	Applicant and architect are informed that the City still has not received a full set of plans to date.
09/05/2023	Applicant and architect are informed that a Water Quality Management Plan is required for their site.
09/14/2023	Plans are submitted through the portal.
09/19/2023	Plan check invoice is paid and plans are routed to Building and Planning.
10/04/2023	Place check review is completed and a comment letter is issued.
10/04/2023	Architect sends email with questions about comment letter.
10/10/2023	Staff responds to questions.

## Dyrect (Delivery)

The following timeline provides a record of Dyrect's activities. Dyrect originally responded that they are requesting an additional 4-month extension beyond the November 30, 2023 deadline, out to March 31, 2024. During a recent site inspection, the Building Inspector identified numerous safety issues, including those related to plumbing and electrical. As a result, the Building Inspector has found the property to be unsafe for employees to occupy during construction.

Recently, Dyrect has stated the costs associated with the required renovation of the current property have made the site no longer viable. They are now inquiring about an extension of the permit and finding an entirely new site.

11/2021	City issues permit.
07/07/2022	Tenant improvement (TI) plans submitted through portal.
08/09/2022	TI plans review completed with comments. Proposed TI work did not match cannabis application.
06/22/2023	Staff meets with applicant about project status and pending items.
06/26/2023	Applicant sends email memorializing meeting items.
06/27/2023	Applicant sends email with questions.
06/27/2023	Staff responds to applicant email.
06/27/2023	Applicant submits preliminary plan to staff via email prior to submitting via the portal.
06/28/2023	Staff informs applicant they may proceed to draft a full set of plans based on preliminary plans.
07/25/2023	Staff reaches out to applicant checking on plan submittal update.
07/26/2023	TI plans submitted through portal and routed same-day for review.
07/27/2023	TI plan check comments return to applicant.
07/31/2023	Applicant submits request regarding ownership restructuring.
08/01/2023	Security plan submitted and routed to Planning.
08/22/2023	Security plan comments return to applicant.
08/23/2023	TI plans resubmitted through portal and routed to Planning and Building.
08/23/2023	Security plan resubmitted and routed to Planning.
09/06/2023	Security plan comments returned to applicant.
09/11/2023	TI plan check comments returned to applicant.
09/11/2023	Security plan resubmitted and routed to Planning.
09/11/2023	Landscaping plan submitted and routed to Planning.
09/14/2023	Security plan approved by Planning.
09/18/2023	TI plans resubmitted and routed for review.
09/21/2023	Landscaping plan comments returned to applicant.
09/25/2023	Landscaping plan resubmitted and routed to Planning.
09/27/2023	TI plans approved by Planning and Building.
09/27/2023	Landscaping plan comments returned to applicant.
09/28/2023	Landscaping plan resubmitted and routed to Planning.
09/28/2023	Landscaping plan approved by Planning.
11/02/2023	Mechanical/Electrical/Plumbing plans submitted through portal.

## Opportunity Costs

On November 5, 2019, Stanton voters passed Measure A, establishing a tax on cannabis business operations within the City. The passing of this ballot measure subjects cannabis business to the tax rates listed below based on classifications.

<b>Category</b>	<b>Tax Basis</b>	<b>Annual Tax Rate</b>
Cultivation	Square Footage	\$12.58 per square foot (adjusted annually for CPI)
Distribution	Gross Receipts	3.0%
Manufacturing	Gross Receipts	4.0%
Retail	Gross Receipts	6.0%
Testing	Gross Receipts	2.5%

### **Culture (Cultivation)**

The following table documents the tax Culture would have to submit to the City if they were currently operational.

	<b>Sq. Ft.</b>	<b>Tax Rate</b>	<b>Annual Amount</b>
Vegetation Room	1,935 sq. ft.	\$12.58 per sq. ft.	\$24,342.30
Room 1	1,600 sq. ft.	\$12.58 per sq. ft.	\$20,128.00
Room 2	1,600 sq. ft.	\$12.58 per sq. ft.	\$20,128.00
Room 3	1,920 sq. ft.	\$12.58 per sq. ft.	\$24,153.60
Room 4	2,112 sq. ft.	\$12.58 per sq. ft.	\$26,568.96
		TOTAL	\$115,320.86

### **Stanton Fresh Farms (Cultivation)**

The following table documents the tax Stanton Fresh Farms would have to submit to the City if they were currently operational.

	<b>Sq. Ft.</b>	<b>Tax Rate</b>	<b>Annual Amount</b>
Room 1	1,668 sq. ft.	\$12.58 per square foot	\$20,983.44
Room 2	1,920 sq. ft.	\$12.58 per square foot	\$24,153.60
Room 3	1,920 sq. ft.	\$12.58 per square foot	\$24,153.60
		TOTAL	\$69,290.64

**Dyrect (Delivery/Distribution)**

The tax for delivery/distribution is 3.0% of gross receipts, or \$30,000 for every \$1 million in gross receipts. Although there is summary information available from various sources regarding delivery/distribution sales in California, it is very difficult to extrapolate from those high-level numbers what estimated activity in Stanton may look like. As such, staff has not proposed an estimated opportunity cost.

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

**ENVIRONMENTAL IMPACT:**

None, this item is an administrative activity not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 6: Maintain and promote a responsive, high-quality, and transparent government.

**PUBLIC NOTIFICATION:**

Public notice for this item was made through the regular agenda process.

**Prepared by:** Hannah Shin-Heydorn, City Manager  
**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director  
**Approved by:** Hannah Shin-Heydorn, City Manager

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA**

#### **REPORT IN BRIEF:**

The City of Stanton ("City") has documented that a number of motels in the City are magnets for criminal activity. This is a significant drain on City resources. Each year, the City's law enforcement responds to hundreds of calls for services that include, among other things, prostitution, narcotics violations, stolen vehicles, weapon possession, probation/parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. That amounts to hundreds of thousands of dollars spent on law enforcement, code enforcement, public safety, and other City costs. The high level of criminal activity at motels in the City poses immediate impacts on the health, safety, and welfare of the community. The crime endangers residents, businesses, and visitors, and significantly degrades quality of life. Against this backdrop, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City. The interim urgency ordinance is intended to provide the City with sufficient time to study the continuing impacts of these establishments and to develop new municipal and zoning code regulations.

#### **RECOMMENDED ACTIONS:**

1. City Council find that the proposed urgency ordinance is:
  - a) Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in

the environment, directly or indirectly; and

- b) Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

2. Adopt Urgency Ordinance No. 1136, entitled:

**“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”.**

**BACKGROUND:**

Under the California Constitution and pursuant to its police powers, the City is charged with protecting the health, safety, and welfare of its citizens. A large part of that responsibility is addressing crime and striving for a high quality of life for Stanton residents. The City commits the majority of its annual budget to law enforcement and public safety. Fifty-four percent of the City’s annual budget, or \$16.2 million a year, goes to supporting law enforcement, code enforcement services, and public safety services.

Despite the City’s great efforts, crime continues to be a persistent issue. Particular magnets in the City are a number of public lodging businesses<sup>1</sup>, where Orange County Sheriff’s deputies annually respond to hundreds of calls for service (575 for calendar year 2022). That amounts to approximately 630 hours of law enforcement responses. Those calls include repeated incidents related to prostitution, narcotics violations, stolen vehicles, weapon possession, probation/parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. These call numbers and dedicated personnel hours do not reflect the significant additional time and cost associated with proactive policing focused on magnets as well as secondary impacts to surrounding neighborhoods.

Seven motels currently operate within the City. That is a decrease from recent years, when the City had 10 motels. In an effort to improve quality of life and assist the most

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<sup>1</sup> “Public lodging” means any hotel, motel, lodging house, boardinghouse, bed and breakfast inn, trailer court, or similar public lodging facility. (SMC § 9.52.010; see also definition of “Lodging (Land Use) in SMC § 20.700.120.)



vulnerable citizens, the City committed \$6 million towards three Project Homekey projects, transforming three magnet motels in the City into permanent and supportive housing, serving homeless individuals or those at risk of experiencing homelessness. (Asterisked motels in the table, below, have been converted to permanent and supportive housing.)

While overall calls for service across the remaining motels have decreased with the transformation of these three magnet motels, the combined number of law enforcement calls for service at the existing motels continues to remain steady, and, in some alarming cases, are seeing significant increases:

	Calls for Service									
	Chester Inn	Dixie Hotel	Jade Palace	Motel 6	Casa Playa	Riviera Motel*	Stanton Inn*	Starlight	Tahiti Motel*	Villa Motel
2019	25	47	22	303	73	82	63	13	53	52
2020	21	57	17	280	11	64	68	16	77	43
2021	17	78	24	277	40	42	31	9	69	38
2022	49	90	33	191	26	42	40	11	60	33
2023 - to date	30	172	24	146	21	1	2	10	4	33
<b>TOTAL</b>	<b>142</b>	<b>444</b>	<b>120</b>	<b>1197</b>	<b>171</b>	<b>231</b>	<b>204</b>	<b>59</b>	<b>263</b>	<b>199</b>

The above table was last updated on November 30, 2023. Given the inordinate amount of resources that go into combatting crimes at motels, City administrators and staff have been working on updating the City’s Municipal Code and Zoning regulations to address these issues. However, the City needs additional time to study the issues and work on proposals to bring to the City Council.

**ANALYSIS/JUSTIFICATION:**

Currently, the Stanton Municipal Code includes a chapter that addresses “Public Lodging,” which includes “motels.” (See SMC Ch. 9.52.) That chapter was last updated in 2014, and City staff intends to propose revisions to that chapter to include, among other things, additional operational standards and security provisions intended to address the current negative impacts caused by existing public lodging uses. Additionally, zoning regulations are typically imposed on such uses, which will also require time for further research and analysis. Lodging businesses are also subject to a business license requirement (SMC Ch. 5.04) and transient occupancy taxes (Ch. 5.12). If this interim urgency ordinance is enacted by the Council, then staff would review all the applicable Municipal Code regulations imposed on motels and would provide the Council with a comprehensive analysis and recommendations intended to protect the public safety, health, and welfare of the community.

Government Code Section 36937 authorizes the City Council to adopt an urgency ordinance “for the immediate preservation of the public peace, health or safety.” Government Code Section 65858 authorizes the City Council to adopt an interim ordinance “to protect the public safety, health, and welfare...to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal

that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time.”

As noted in the “Background” section, above, there is an immediate need to preserve and protect the public peace, health, safety, and welfare from the substantial amount of crime that is occurring at various motels within the City. Such crimes do not just affect the respective motels, but they spill into City streets and neighborhoods and affect regional facilities like hospitals and jails. City staff has already begun to analyze the City’s Municipal and Zoning regulations and how other jurisdictions approach such problem businesses. These efforts are expected to culminate in comprehensive updates to the City’s laws. Thus, an interim urgency ordinance squarely meets the requirements of Government Code Sections 36937 and 65858 and is needed, immediately.

The attached interim urgency ordinance (Attachment 1) includes the requisite Government Code findings and, if adopted, would institute a 45-day moratorium to provide staff with time to research, study, and prepare recommendations for the Council’s consideration. If adopted, the following restrictions would be in place for the duration of the urgency ordinance:

1. No new public lodging, lodging facility or lodging business, use or operation would be able to establish within the City.
2. No existing public lodging, lodging facility or lodging business, use or operation would be authorized to expand, enlarge, or alter its physical footprint.
3. The City will not approve or issue any use permit, license, variance, building permit, business license, or other applicable entitlement, license, permit, or approval for the establishment, expansion, enlargement, or alteration of any public lodging, lodging facility or lodging business, use or operation within the City. The exceptions to the moratorium are for existing businesses to make ordinary repairs and maintenance or if State or federal law requires an exception.

In order for the urgency ordinance to be effective, four-fifths (4/5) of the City Council must approve the ordinance. Thereafter, the ordinance would remain in effect for 45 days from its adoption (unless earlier repealed, terminated, or extended by the Council).

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions. The City commits the majority of its annual budget to law enforcement and public safety. Fifty-four percent of the City’s annual budget, or \$16.2 million a year, goes to supporting law enforcement, code enforcement services, and public safety services.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of California Environmental Quality Act (“CEQA”), the project is exempt pursuant to Sections 15378 and Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations).

**PUBLIC NOTIFICATION:**

Government Code section 65858 allows a city that adopts an ordinance pursuant to that section to forgo any required procedures and noticing associated with the adoption of a zoning ordinance. For increased transparency and notice, the City sent an email notice to all motels and hotels located within the City on December 4, 2023, and mailed notice was sent on December 5, 2023, notifying them of the proposed interim urgency ordinance. Moreover, public notice for this item was also made through the regular agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 1: Provide a safe community.

**Prepared by:** Office of the City Attorney

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

A. Interim Urgency Ordinance No. 1136

**INTERIM URGENCY ORDINANCE NO. 1136**

**AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES OR USES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA**

**WHEREAS**, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City of Stanton's ("City") general police powers, the City is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

**WHEREAS**, the City protects the health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing and health, and safety regulations on specified commercial activities; and

**WHEREAS**, the City has observed ongoing criminal activity originating from public lodging facilities within the City, leading Orange County Sheriff's deputies to respond annually to hundreds of calls related to illicit sexual activities, suspected human trafficking, narcotics violations, stolen vehicles, weapon possession, probation and parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. "Public lodging facilities" encompass hotels, motels, and other similar public lodging facilities; and

**WHEREAS**, City staff research reveals that, as of November 30, 2023, the Orange County Sheriff's Department ("OCSD") responded to at least 443 service calls in 2023 addressing criminal issues at motel establishments within the City. That cumulatively amounts to approximately 480 hours of dedicated law enforcement response; and

**WHEREAS**, on an annual basis, the City spends an estimated \$16.2 million on law enforcement and public safety; and

**WHEREAS**, public lodging facilities where unlawful activities are not curtailed pose substantial and immediate threats to the health, safety, and welfare of the community. These detrimental effects encompass, among other things: (1) potential harm to patrons arising from criminal acts committed at these locations; (2) injury risks to patrons and employees due to insufficient safety and security standards; and (3) heightened risk of prostitution and human trafficking activities; and

**WHEREAS**, the impact of criminal activities at public lodging facilities are not confined to the premises alone, but also extend into the broader community and further affect the operations of regional facilities, such as hospitals and correctional facilities; and

**WHEREAS**, portions of the Stanton Municipal Code (“SMC”) contain some regulations to address the negative impacts caused by public lodging facilities. That includes, regulations in Chapter 9.52, business license requirements and transient occupancy taxes pursuant to Chapters 5.04 and 5.12, respectively, of the SMC. However, these provisions need to be comprehensively revised and updated to address the serious conditions at public lodging facilities throughout the City; and

**WHEREAS**, per Government Code Sections 36937 and 65858, the City Council may adopt an Interim Urgency Ordinance to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances; and

**WHEREAS**, City staff, in collaboration with the Sheriff's Department and the City Attorney's office, are conducting research to understand the impacts of public lodging facilities and uses on community welfare and explore potential amendments to the City's regulatory process and zoning codes to protect public health, safety, and welfare and mitigate potential illegalities occurring at these businesses; and

**WHEREAS**, as a result, and in consideration of the staff report, written and verbal public testimony, and the full record before it, the City Council desires to institute a 45-day moratorium to allow staff and the City Council the opportunity to research and select the best course of action for the City's citizens and the community at large.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1:** The above recitals are true and correct and are incorporated herein by reference.

**SECTION 2:** The City Council finds that this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this Interim Urgency Ordinance is nonetheless exempt from the requirements of CEQA. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 3:** The City Council hereby enacts this Interim Urgency Ordinance under Government Code sections 36937 and 65858(a), which allow the City Council to adopt an Interim Urgency Ordinance by not less than a four-fifths vote. Section 65858 allows the City Council to protect the public safety, health, and welfare by prohibiting any use that may be in conflict with a zoning proposal that the City Council, Planning

Commission, or department of the City is considering or studying or intends to study within a reasonable time. The purpose of this Urgency Ordinance is to maintain the status quo while the City evaluates whether and how to regulate the subject uses.

**SECTION 4:** The City Council hereby directs and orders as follows:

- A. During the time that this Interim Urgency Ordinance is in effect, no new Public Lodging, Lodging, or Lodging Facility business, use, or operation may be established in the City;
- B. No existing Public Lodging, Lodging, or Lodging Facility business, use, or operation may be authorized or allowed to expand, enlarge, or alter its physical footprint while this Interim Urgency Ordinance is in effect; and
- C. During the period that this Interim Urgency Ordinance is in effect, the City shall not approve or issue any permit, license, variance, building permit, business license, or any other applicable entitlement, license, permit, or approval for the establishment, expansion, enlargement, or alteration of any Public Lodging, Lodging, or Lodging Facility business, use, or operation within the City as provided in subsection (B), above. Notwithstanding the foregoing, the City may approve permits, licenses, or similar approvals for ordinary repairs or maintenance.

**SECTION 5:** The City will continue to accept and process applications for uses prohibited by this moratorium if so required by State law. Any application received and processed during the moratorium shall be processed at the applicant's sole cost and risk with the understanding that no permit, license, approval or other entitlement for a use covered by Section 4, above, may be issued while this moratorium or any extension of it is in effect.

**SECTION 6:** This ordinance is adopted under the provisions of Government Code Sections 36937 and 65858, and shall take effect immediately upon its passage by a four-fifths vote of the City Council. The City Council finds that Public Lodging, Lodging and Lodging Facilities where the dangerous and unlawful activities described herein occur pose significant, urgent, and immediate threats to the health, safety and welfare of the community—including, but not limited to, bodily injury to patrons and employees and increased opportunities for crime. Consequently, the City Council finds that this Interim Urgency Ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the community. This interim Urgency Ordinance shall remain in effect for 45 days from its adoption, unless earlier repealed, terminated, or extended.

**SECTION 7:** Not less than 10 days prior to the scheduled expiration of this Urgency Ordinance, staff shall issue a report to the City Council on the progress of its study and on determinations for how the City should proceed, insofar as conclusions have been drawn.

**SECTION 8:** If any provision of this Interim Urgency Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Interim Urgency Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Interim Urgency Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of December, 2023.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.  
CITY OF STANTON )

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Urgency Ordinance No. 1136 was duly introduced and adopted at a regular meeting of the City Council held on the 12<sup>th</sup> day of December, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: \_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK



## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** December 12, 2023

**SUBJECT: SELECTION OF THE CITY'S NEW LOGO, BRANDING AND MESSAGING**

#### **REPORT IN BRIEF:**

The purpose of this report is to review outreach results and seek City Council selection of a logo and motto as part of the next phase of the City's Branding & Messaging Project.

#### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Select a logo and motto to move forward with the next phase of the branding and messaging project.

#### **BACKGROUND:**

At the City Council meeting of September 28, 2021, Council directed the formation of an ad hoc committee comprised of Council Member Warren and Council Member Taylor to guide staff's efforts to revitalize the City's brand, including the redesign of the City's logo and motto.

The Council allocated \$100,000 in American Rescue Plan Act (ARPA) funds to support the City's Rebrand & Implementation Project on September 13, 2022, which was later reallocated to the General Fund. Subsequently, on May 9, 2023, the City awarded a contract to HUB for the comprehensive redesign of the City's logo, branding, and messaging.

The scope of work includes the following deliverables:

- **Brand Assets:** Finalized logo designs and template materials.
  - City Logo (in various colorways)
    - Accompanying logos for City departments
    - Document templates (letterhead, forms, etc.)
  - City Seal (in various colorways)
  - City Tagline
- **Style Guide:** A comprehensive document illustrating the graphic standards and rules for use of the City logos, colors and typography along with design mockups for key materials and guidance for brand applications.
- **Wayfinding Signs**
  - Inventory of current signs
  - Design for signs throughout City to match Style Guide
- **Strategic Communications Plan:** A plan to guide Stanton's communication and community engagement efforts over the next three years. This plan will include a key messaging platform.

HUB proposed the completion of the City's branding and messaging project through the following phases:

- Phase 1: Research & Brand Strategy
- Phase 2: Brand Messaging Development
- Phase 3: Development of Visual Brand
- Phase 4: Brand Guidelines & Training
- Phase 5: Brand Roll Out

As we are currently in Phases 2 and 3, staff will present community outreach results and recommendations from the ad hoc committee to the Council as a whole for selection to move into the next phase.

#### **ANALYSIS/JUSTIFICATION:**

The City plans to achieve the project's objectives by employing a clear system with easy-to-follow guides for implementation and establish the City as:

- A trusted, experienced service provider;
- A differentiated community from neighboring cities;
- A great place to live, work, play, and raise a family; and
- A city with a strong sense of community pride.

To gather input from all stakeholders, staff held a public workshop on May 10, 2023, and engaged in a series of meetings with the ad hoc committee and the PIO committee, comprised of members from each City department. Over the past six months, the committees reviewed various iterations of the visual brand and messaging. Based on this feedback, HUB provided six final versions of the logo and two possible mottos. At the recommendation of the ad hoc committee, a community poll was distributed from October 5-17 for the community to vote for a preferred logo and motto.

Based on the results of the poll, the following options were chosen for Council consideration:

### Logo Options

#### Option 1



#### Option 2



## **Motto Options**

**Option 1:** *Rooted in Community, Growing with Pride*

**Option 2:** *Community and Connection at the Heart*

**Option 3:** *Community Pride and Forward Vision*

Staff recommends that the Council select their preferred logo option and motto option. While the community survey only included the two new motto options, based upon feedback received the PIO Committee has requested that the Council consider the current motto, '*Community Pride and Forward Vision*,' as a third option, emphasizing its continued resonance within the community.

Upon selection of the logo, HUB will prepare additional design elements including the City seal, icons, and wayfinding signs. To implement the final branding strategy, staff will prepare an itemized list for the Council to review and prioritize during the Fiscal Year 2024-25 budget study session.

### **FISCAL IMPACT:**

On September 13, 2022, the Council allocated \$100,0000 for a City Branding project (Task Code No. 2022-836). Any cost savings will be put towards implementation of the final branding strategy.

### **ENVIRONMENTAL IMPACT:**

None.

### **LEGAL REVIEW:**

None.

### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

### **PUBLIC NOTIFICATION:**

Public notice for this item was made through the regular agenda process.

**Prepared by:** Ashley Cain, Community Services Manager

**Reviewed by:** Zenia Bobadilla, Community Services Director

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager



# **City Council Initiated Item 12D**

**Item 12D:**

“DISCUSSION REGARDING STRENGTHENING THE CITY’S  
TOBACCO RETAIL LICENSE ORDINANCE”

***(This item does not contain a staff report)***