AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
June 27, 2022
5:30 P.M.

www.cypressca.org

Council Chambers
5275 Orange Avenue
Cypress, California

PUBLIC PARTICIPATION

Consistent with current COVID-19 safety guidelines, members of the public can participate in this meeting as follows:

1. Attend In-Person. First-come, first-served seating is available in the Council Chambers. Face coverings are strongly recommended and all in-person attendees must be free of any symptoms associated with COVID-19.

2. Attend Virtually via Webinar. This option provides the ability to provide live public comments during Oral Communications or Public Hearings and view slideshow presentations. Please register at **https://attendee.gotowebinar.com/register/2622928292911265551** to receive an email containing a link to join the webinar. Advance registration is recommended.

3. Watch the Meeting. The City Council meeting can be viewed live on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

4. Listen to the Meeting. The public may participate via the listen-only teleconference mode by calling (562) 247-8422 and entering Access Code 540-812-133 when prompted. No registration or audio pin is necessary.

5. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on June 27, 2022 will be added to the City Council agenda as a Consent Calendar item.

CALL TO ORDER

5:30 P.M.
Executive Board Room

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

ORAL COMMUNICATIONS (Three minutes per speaker, unless extended by the City Council)

The public may address the City Council on matters appearing on the Closed Session agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.
 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on June 27, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Officers Association

PUBLIC EMPLOYEE EVALUATION
Pursuant to Government Code Section 54957
Title: City Manager

RECONVENE
7:00 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

PLEDGE OF ALLEGIANCE

INVOCATION The Church of Jesus Christ of Latter-day Saints

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION
City Manager/City Attorney

PRESENTATIONS

Presentation of Certificates Appointment and Loyalty Oath of Office to New Commissioners

Golden State Water Drought Update

Introduction of New City Employees

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than three minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on June 27, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

PUBLIC HEARINGS

Public comments – five minutes per speaker, unless extended by the City Council.

If you would like to provide comments on a Public Hearing item in person, please complete a Speaker's Card available at the podium. If you would like to provide comments on a Public Hearing item via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Members of the public providing comments via webinar are encouraged to also submit a written copy of their comments to cityclerk@cypressca.org prior to 3:00 p.m. on June 13, 2022. This will ensure your comments are included in the public hearing record should you experience any technical difficulties during the public hearing.

Council Members should disclose communications with anyone relevant to a Public Hearing item.

1. **Renew the Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2022-23**

   Prepared by: Doug Dancs, Director of Public Works

   Recommendation: Adopt a Resolution renewing Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2022-23, pursuant to the Landscaping and Lighting Act of 1972.

2. **Adopt the 2021-2029 Housing Element and Technical Report**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation: Adopt a Resolution adopting the 2021-2029 Housing Element and Technical Report and approving the Initial Study/Negative Declaration.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

3. Receive and File Public Comments Submitted for the June 27, 2022 City Council Meeting

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file submitted public comments.

4. Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

5. Approve Minutes - Meeting of May 23, 2022

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

6. Approve Second Reading and Adopt and Ordinance Amending Section 21A-15 of the Municipal Code Related to the Disposition of Surplus Supplies and Equipment

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Section 21A-15 of the Municipal Code regarding the disposition of surplus supplies and equipment.

7. Second Reading of an Ordinance Amending the Cypress Municipal Code Related to Accessory Dwelling Units, Density Bonus, and Reasonable Accommodations

Prepared by: Alicia Velasco, Planning Director

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, related to accessory dwelling units, density bonus, and reasonable accomodations.

8. Approve a Task Order for Public Works Construction Management and Inspection Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order to Ardurra, Inc. for an amount not to exceed $100,000 to perform public works construction management and inspection services for the period of July 1, 2022 through June 30, 2023.

9. Approve a Task Order for City Traffic Engineer Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a Task Order for an amount not to exceed $163,000 to Linscott, Law & Greenspan Engineers (LLG) to provide FY 2022-23 City Traffic Engineer Services.

10. Award a Contract for Community Center HVAC, Project 289

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Approve Plans and Specifications for Community Center Heating, Ventilation, and Air Conditioning (HVAC), Project 289; and

2. Award a contract to Bon Air, Inc., Los Angeles, CA, for $678,000, and authorize a contingency of $75,000; and

3. Approve a Task Order for Construction Inspection Services to Ardurra Inc. for $67,650, and authorize a contingency of $10,150.

11. Award a Contract for the Purchase of Engineering Workstations

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Award a contract to Interior Office Solutions, dba PeopleSpace, for $69,584.99, for the design, purchase, and installation of furniture and furnishings for the Public Works Engineering Division.

12. Approve Contract Services Agreements for On-Call Construction Management and Inspection Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve contract services agreements for on-call construction management and inspection services with AKM Consulting Engineers and Ardurra Inc.

13. Approve a Contract Services Agreement for Police Towing and Storage

Prepared by: Mark Lauderback, Chief of Police

Recommendation: Approve a contract services agreement with Russell's Towing to provide police towing and storage services.

14. Amend the Salary Range for Network Administrator and Establish the Human Resources Manager Classification

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Adopt a Resolution amending Resolution No. 6860 to establish salary ranges for Mid-Management employees.

15. Receive and File Updated FY 2022-23 Pay Schedules for the Cypress Employees' Association, the Maintenance Employees' Association and the Police Management Association

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file updated pay schedules effective July 8, 2022 for the Cypress Employees' Association (CEA), the Cypress Maintenance Employees' Association (MEA) and the Police Management Association (PMA).

16. Approve the Measure M2 Program Eligibility Submittal Package for Fiscal Year 2022-23

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve the Measure M2 program eligibility submittal package for Fiscal Year 2022-23.

17. Receive and File the Strategic Plan Six-Month Objectives Update

Prepared by: Peter Grant, City Manager

Recommendation: Receive and file the strategic plan six-month objectives update.

18. Receive and File the Investment Report for the Month Ended May 31, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached investment report.

19. Approve Register of Warrants, Transfers, and Wires Issued for the Period of June 4, 2022 through June 17, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve the attached payment register summarized below for the period of June 4, 2022 through June 17, 2022:

- Electronic Funds Transfers 11192 through 11200
- Warrants 59674 through 59797
- Payroll Transfers W1477

NEW BUSINESS

20. Receive and File the Results of the 2022 Community Survey

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive and file the results of the 2022 Community Survey.

ITEMS FROM CITY COUNCIL MEMBERS

21. Adopt a Resolution Censuring Council Member Marquez for Violating the Laws of the State of California by Failing to Respond to Public Records Act Requests, Failing to Respond to Public Records Act Requests in a Timely Manner, and Disclosing Confidential Information from Closed City Council Session(s); Violating the Charter; Violating the Code of Ethics; and Violating the Civility, Conduct and Governance Policy

Agendized by: Paulo Morales, Mayor

Recommendation: Adopt a Resolution censuring Council Member Marquez for violating the laws of the State of California by failing to respond to Public Records Act requests, failing to respond to Public Records Act requests in a timely manner, and disclosing confidential information from closed City Council Session(s); violating the Charter; violating the Code of Ethics; and violating the Civility, Conduct and Governance Policy.

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

The public may address the City Council on any matters prior to any action taken on the agenda. Although Council Members may provide brief responses, the City Council may not discuss or take action on items that are not on its agenda.

If you would like to address the City Council in person, please complete a Speaker's Card. If you would like to address the City Council via the meeting webinar, please click the 'hand raise' button, unmute your microphone and wait for the Mayor or City Clerk to call on you.

 = Hand Raise  = Unmute

Speakers providing comments in person will be called first. Speakers are requested to limit their comments to no more than five minutes.

Alternatively, comments may be submitted to cityclerk@cypressca.org prior to 3:00 p.m. on June 27, 2022. All comments submitted via email prior to the deadline will be added to the agenda as a Consent Calendar item.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT - IN MEMORY OF EL MONTE POLICE SERGEANT MICHAEL PAREDES AND OFFICER JOSEPH SANTANA

The next meeting will be an adjourned Regular Meeting, to be held on Monday, July 11, 2022, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 25th day of June, 2022.

_____

Alisha Farnell, City Clerk

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **1.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Renew the Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2022-23**

RECOMMENDATION

Adopt a Resolution renewing Cypress Corporate Center Landscape Maintenance District No. 1 for FY 2022-23, pursuant to the Landscaping and Lighting Act of 1972.

DISCUSSION

The Cypress Corporate Center Landscape Maintenance District No. 1 (District) was established to provide ongoing maintenance of the Stanton Channel landscape berm which acts as a buffer between the businesses and residences to the south. Parcels in the District pay an assessment for the maintenance of the berm based on square footage. The assessment for FY 2022-23 is $95,310. The attached Resolution authorizes the assessment of Cypress Business Park properties adjacent to the channel for berm maintenance.

A copy of the May 9 Agenda Report approving the City Engineer's Report and the FY 2022-23 renewal of the Cypress Corporate Center Landscape Maintenance District No. 1 for the north side of the berm is attached. The City Engineer issued an addendum to the City Engineer's Report to clarify the use of certain herbicides which are already prohibited from use in the city's existing landscape contract.

Affidavits of posting and publication of the public hearing notices are on file in the City Clerk's office.

BUDGET IMPACT

The maximum assessment for FY 2022-23 is $95,310 (see Attachment "D" of the City Engineer's Report).

The $95,310 assessment covers proposed maintenance costs for the period of July 1, 2022 through June 30, 2023, which includes the indirect and direct support costs from the City and administrative costs imposed by the County Auditor – Controller. The assessment also

provides a cash flow reserve and sets aside funding for necessary, non-recurring maintenance to the berm.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

May 9 Agenda Report
Addendum No. 1
Resolution

City Council Regular

Return to the Search Page

Item # 4.

Meeting Date: 05/09/2022
FROM: Douglas Dancs

SUBJECT

Approve the City Engineer's Report and Renew Cypress Corporate Center Landscape Maintenance District No. 1 (Stanton Channel Berm)

RECOMMENDATION

1. Approve the City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2022-23; and

2. Adopt the attached Resolution declaring the City Council's intention to order the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for maintenance of the landscape and irrigation system located at the berm on the north side of the Stanton Channel and setting a public hearing for June 27, 2022.

DISCUSSION

The City formed a Maintenance District in 1985 covering all properties bounded by the Stanton Channel on the south, Katella Avenue on the north, Knott Street on the east, and Valley View Street on the west. This was done to provide a funding source for the City to maintain the landscaping along the berm when the properties developed to the north.

The 19 parcels are owned by four property owners and are assessed annually on a per-acre basis (see Attachment E and F of the City Engineer's Report). The assessment funds maintenance and irrigation of the landscaping located on the berm. The annual assessment for landscape maintenance is a routine process established over 30 years ago.

The City maintains the berm primarily through a landscape contract, which includes trimming plant material four times a year and irrigation repairs on a time and materials basis.

Every year, pursuant to the Landscaping and Lighting Act, the City Engineer prepares a report to file with the City Clerk outlining the renewal of the landscape maintenance district. The attached resolution approves the City Engineer's Report and declares the City Council's intention to renew Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2022-23 and sets a public hearing for June 27, 2022.

BUDGET IMPACT

Renewal includes a proposed maximum assessment of $95,310 to 19 parcels adjacent to the berm. The assessment is distributed proportionately based on each parcel's total square footage. The adjusted assessment reflects an 7.3% CPI increase from last year's $88,826 assessment. The annual assessment provides sufficient funding for FY 2022-23 maintenance of the berm and indirect support costs from the City.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

City Engineer's Report
Resolution

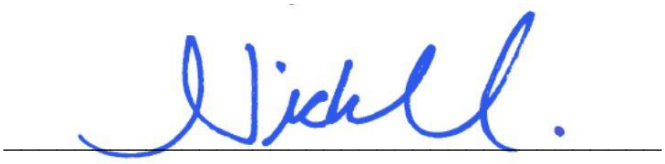
GO TO PREVIOUS PAGE GO TO THE TOP OF THE PAGE

WAI-AA WCAG 2.0
AgendaQuick ©2005 - 2022 Destiny Software Inc. All Rights Reserved.

CITY ENGINEER'S REPORT

for

CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2022-23



Nick Mangkalakiri, P.E.
City Engineer
City of Cypress

May 2022

CITY ENGINEER'S REPORT

MAINTENANCE ASSESSMENT DISTRICT FOR BERM

This document consists of the documents appended hereto as follows:

Attachment A.....Landscape Maintenance Specifications

Attachment B..... Landscape Plan and Section

Attachment C ..... Master Irrigation Plan

Attachment D ..... Maintenance Cost Estimate

Attachment E..... Diagram of Proposed Assessment District

Attachment F..... Assessment Distribution Cost Estimate

Attachment A

LANDSCAPE MAINTENANCE SPECIFICATIONS

A. SPECIAL PROVISIONS

1. Scope of Work

Contractor shall furnish all labor, equipment, materials and supervision to perform landscape maintenance as described herein including, but not limited to, the following:

a. Weeding and cultivating
b. Fertilizing
c. Trimming, pruning, training
d. Watering
e. Insect, varmint and pest control
f. Plant replacement
g. Clean-up
h. Tree tying and restaking
i. Reports
j. Irrigation repair
k. Other duties related to maintenance of landscape and irrigation system

2. Working Hours

a. Maintenance work shall occur between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

b. Special maintenance, if required, shall be by written authorization from the Director of Public Works or his designated representative.

3. Workmanship

The Contractor shall ensure that:

a. Work shall be performed by competent persons, supervised by a competent supervisor, with experience and technical training in landscape maintenance work.

b. Pesticide operations, where required, shall be by a state licensed pest control operator.

4. Quality of Work and Material

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to inspection by the City. All materials used shall be approved in advance by the Director of Public Works or his designated representative.

5. Damages

The Contractor will report, without delay, any damage to equipment or property and shall be held responsible for the replacement of any such damage caused by his act hereunder. Repairs to the landscape and irrigation system resulting from damage by other than the Contractor's operations shall be reported promptly to the City. The Contractor shall make repairs immediately and shall be liable for secondary damage caused to landscaped areas. This includes dead plant material caused by lack of water. Replacement of all plant materials, shrubs, ground cover, mulch and/or other plants, shall be the responsibility of the Contractor. The Contractor shall not be liable for damages caused by vandalism. Any repair for vandalism will be included in the section under Extra Work, except as follows: It is estimated that seventy five (75) sprinkler heads per year will have to be repaired or replaced due to vandalism. The cost of repairing or replacing of up to 75 heads, including comparable parts, labor and equipment, will be included in the normal scope of the work. Damaged sprinkler heads, in part or whole, shall be returned to the City representative.

6. Cleaning

The Contractor shall maintain the premises clean of debris and litter at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris and his construction and installation equipment from the premises.

7. Statement of Contractor's Work Responsibilities

a. Ground Cover Areas

1. All weeds shall be removed as they appear. A broad spectrum pre-emergent weed control, such as Surflan or Balan shall be applied per manufacturer's specifications to shrub beds and ground cover beds in the spring and fall, and additional weed control shall be initiated as necessary to maintain a weed-free

condition.

2. Morning Glory shall be treated immediately when observed by spot treating with Round-Up. Grass infestations shall be treated with DowPon. Equivalent, approved products are acceptable.

3. Fertilize twice yearly with a rate of application to be 2.5 pounds actual Nitrogen per 1,000 square feet with an appropriate fertilizer 5-10-5, or an approved equal, in March and September.

4. Trim and edge as necessary to restrict growth from encroaching into adjacent areas. Trim around sprinkler heads to maintain an unobstructed and uniform application of water. Growth retardants, if properly applied, may be used. Permission to be obtained from Director of Public Works or his designated representative before applying.

5. Irrigate as required to maintain vigorous growth and healthy appearance.

6. Control pests, including rodents, snails and diseases continuously, to provide a healthy environment for plants.

b. Shrubs and Trees

1. Trim, shape and prune to maintain a neat and healthy appearance. Prior to trimming, shaping or pruning, contact the City's representative for the proper shaping of specific varieties.

2. Annually, thin out, shape and head back all trees and shrubs as needed. Contact City's representative before commencing work.

3. Control pests and diseases as needed to provide healthy environment for trees and shrubs.

4. Remove all dead, diseased or damaged branches back to a side branch.

5. Stake, retie and support trees when necessary.

6. All ties shall be checked frequently to avoid girdling.

7. Ground cover shall be cut back from trees and shrubs a minimum of six (6) inches.

8. Application of an iron chelate fertilizer shall be used as needed throughout the year, to maintain healthy, vigorous growth and foliage.

c. General Landscape Conditions

1. All operations conducted by the Contractor shall be done with concern for maximum safety to the public.

2. Leaves, paper, weeds and other debris shall be removed weekly from landscaped areas and disposed off site.

3. Contractor shall clean any areas littered or soiled by his maintenance operations to a standard acceptable to the Director of Public Works or his representative.

4. Notification of all "specialty types" maintenance operations shall be given to the City 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as: fertilization, pre-emergence weed control, all pesticide applications except spot treatment, and other types of plant replacements.

5. Contractor is required, as part of this agreement, to furnish all materials to accomplish maintenance in accordance with these specifications. Contractor is further required to adequately stock items that are frequently used.

6. Contractor shall maintain an office with phone service during normal hours. If a telephone answering service is utilized, the answering service shall be capable of contacting Contractor by radio or pager. Contractor is further required to provide City with a 24-hour emergency number for contact outside normal working hours. The response time to an emergency call-out by the Contractor shall not be more than one (1) hour and shall be considered part of the normal contract work.

7. Contractor shall apply herbicides per State and County Codes and only when approved by the Director of Public Works or his designated representative.

8. Contractor shall replace or replant any ground cover shrubs or trees damaged by any pesticide used in the course of the job. This shall be at no extra charge to the City.

d. Reports

1. Sprinkler Irrigation Reports

The Contractor shall furnish monthly sprinkler irrigation reports. Controllers shall be checked weekly to insure their proper operation and any malfunctions reported to the City's representative. Non-working heads, broken risers, stations failing to turn on or off as dictated, leaking valves, main line leaks, controllers failing to keep time are all examples of irrigation failures. These failures shall be included in the above reports.

2. Periodic Maintenance Schedules

The Contractor shall furnish monthly maintenance schedules that include planned activities for all persons performing any function of the contract.

e. Maintenance of Fence and Orange County Flood Control District Maintenance Road

1. If it is found that the Orange County Flood Control District (OCFCD) fence south of the berm is damaged or vandalized to permit trespass, or if weed abatement is needed on the OCFCD Maintenance Road, the Contractor shall notify the City representative promptly and the City will notify the appropriate OCFCD Authorities to correct the deficiency.

B. SPECIFIC METHODS OF PERFORMING IRRIGATION WORK

1. Irrigation shall be done by the use of automatic or manual sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.

2. Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the

Director of Public Works.

3. The Contractor shall regularly inspect the operation of the system for any malfunction. The Contractor shall maintain all sprinkler systems, at no additional cost to the City, in such a way as to guarantee proper coverage and full working capabilities and make whatever adjustments may be necessary to prevent excessive runoff into adjacent areas.

4. Care shall be exercised to prevent a waste of water and erosion of slopes.

5. The Contractor shall be responsible for the maintenance and repair of all valves, heads, wire, automatic controllers, backflow devices, quick couplers and any other irrigation equipment in the project area.

6. The Contractor is not responsible for the payment of water bills unless negligent or excessive in his use. A heavy increase of water usage indicates negligence on the Contractor's part, in which case, the additional cost will be charged against him.

7. Landscaped slopes shall be irrigated, as required, to maintain horticulturally accepted growth and color and to promote deep rooting.

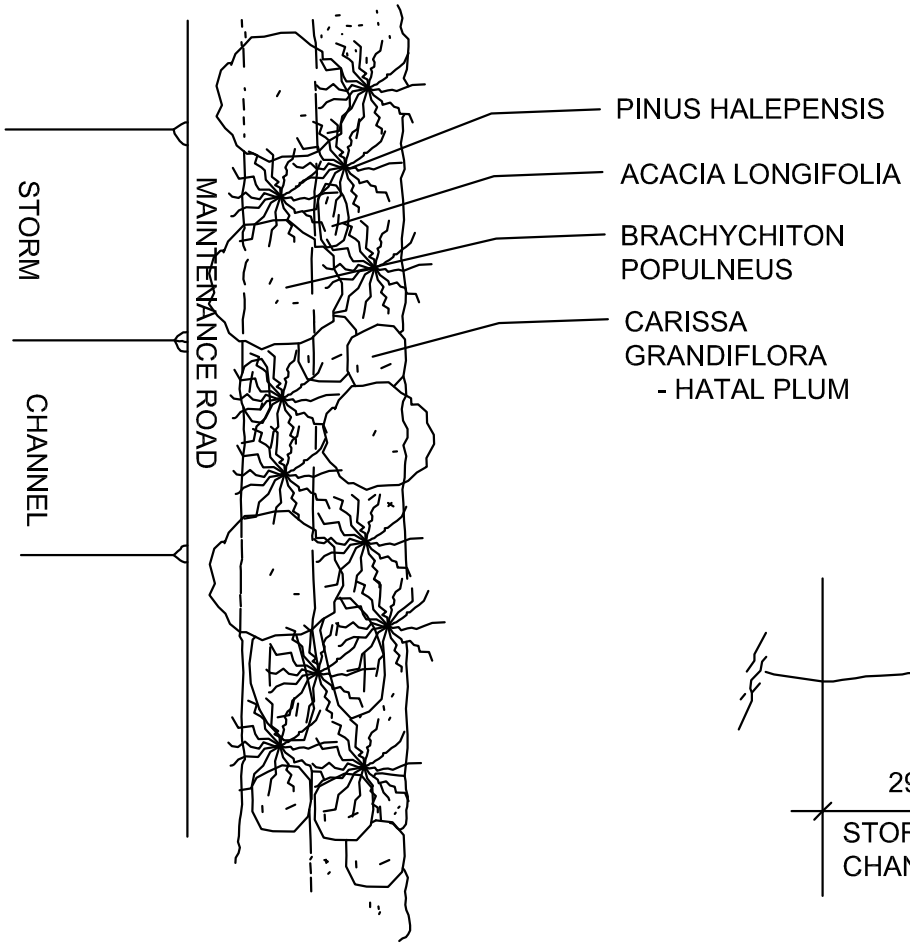
8. It is the responsibility of the Contractor to make annual Backflow Device reports to be submitted to the County of Orange and Golden State Water Company. Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Collection basins shall be maintained during the establishment period.

C. LANDSCAPE MAINTENANCE ACTIVITIES

1. Contractor shall perform clearance and trimming on both sides of the berm four (4) times per year.

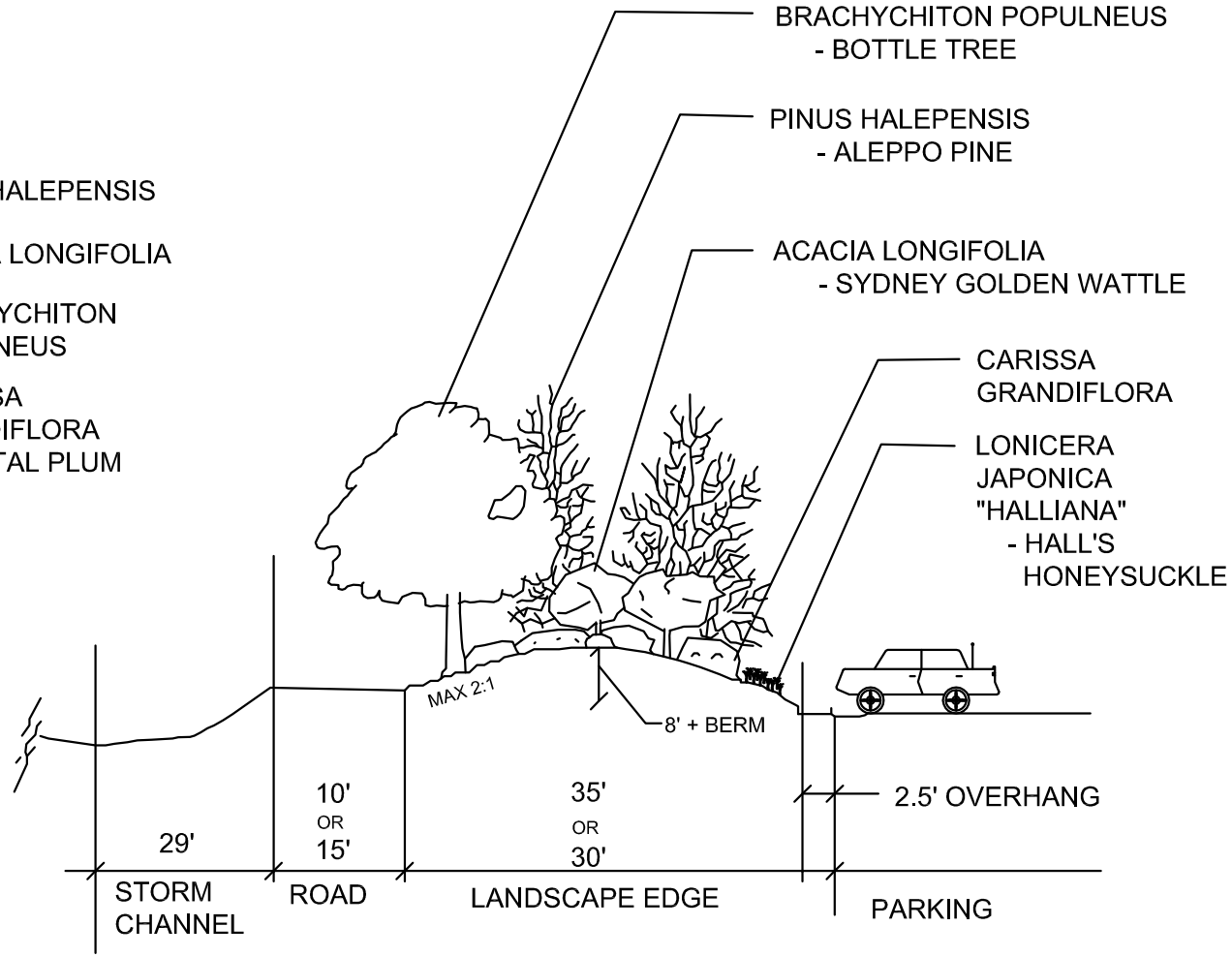
2. An allowance for irrigation repair and planting on a time and materials basis has been provided to the Contractor.

3. Contractor shall provide for maintenance of backflow devices at least one time per year.



PLAN

NOT TO SCALE



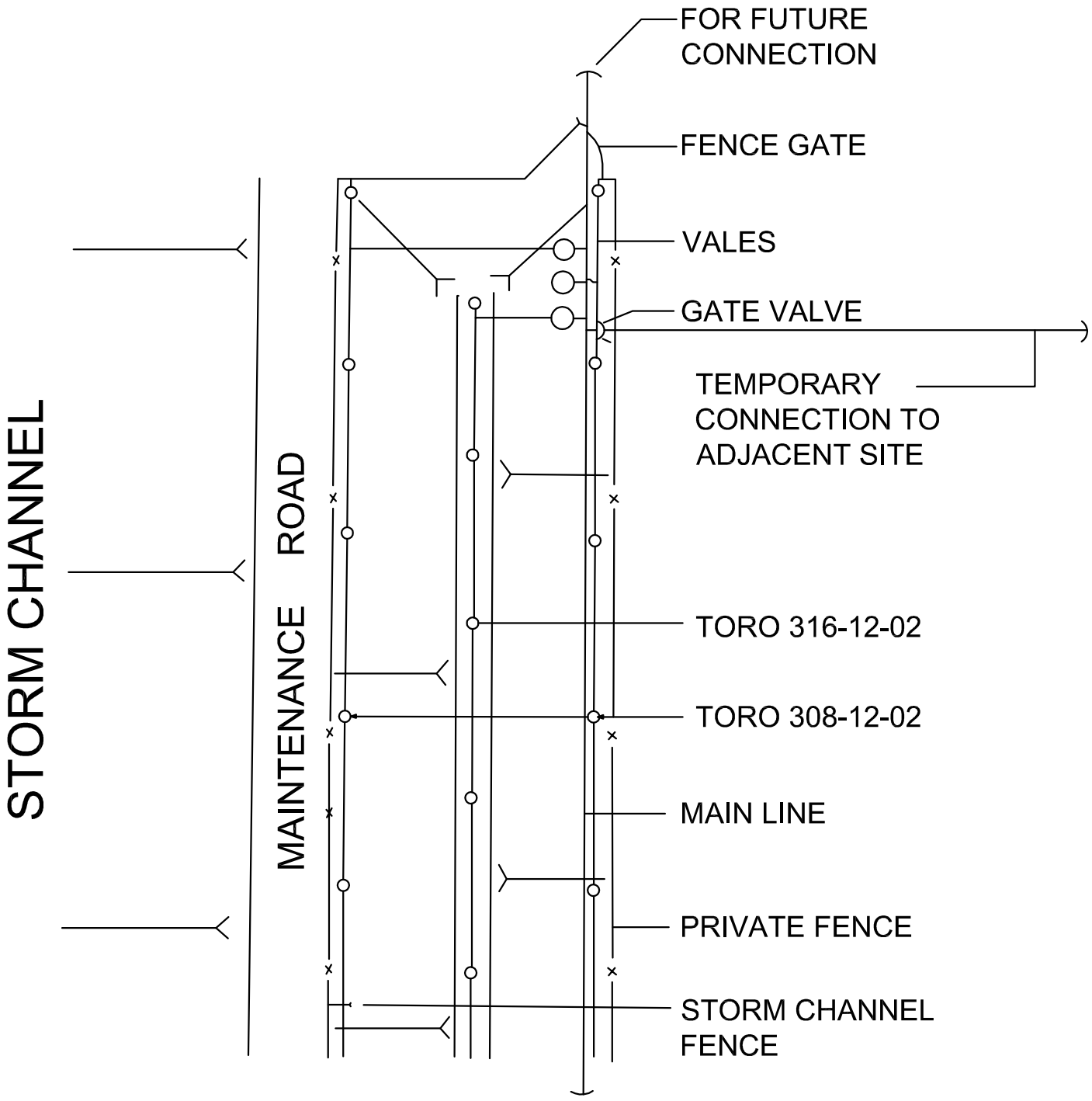
STANTON CHANNEL BERM

NOT TO SCALE

(Note: Berm section is 17'-6" wide
from Knott Street to 1000' west)

Attachment B

(NOTE: Berm section is 17' - 6"
wide from Knott Street
to 1000' west.)



MASTER IRRIGATION PLAN

SCALE: NOT TO SCALE

Attachment C

Attachment D

MAINTENANCE COST ESTIMATE

DESCRIPTION	AMOUNT
Maintenance (from 7/1/22-6/30/23)	$ 69,966
City's Indirect Support Costs	$ 4,826
Total Maintenance Costs	$ 74,792
Assessment *	**$ 95,310**

***7.3% CPI adjustment (All Urban Consumers – April 2021 to March 2022)

②	1.646 AC	1.21%
⑨	1.843 AC	1.35%
⑩	1.100 AC	0.81%
⑪	1.106 AC	0.81%
⑫	1.380 AC	1.01%
⑬	0.966 AC	0.71%
⑭	1.322 AC	0.97%

NOTE:

BOUNDARIES OF THE ASSESSMENT DISTRICT ARE THE EASTERLY R/W LINE OF VALLEY VIEW ST.; THE SOUTHERLY R/W LINE OF KATELLA AVE.; THE NORTHERLY R/W LINE OF THE STANTON CHANNEL/ AND THE WESTERLY R/W LINE OF KNOTT AVE.

E:\PW\Hai Nguyen\2011 Logos\Cypress logo.jpg

E-1

LANDSCAPED EARTH BERM ADJACENT TO STANTON CHANNEL

MAINTENANCE ASSESSMENT DISTRICT

SCALE: N.T.S	CITY OF CYPRESS	ATTACHMENT: E

I:\community development\public works\hai nguyen\for kamran\stanton channel berm\stanton channel berm2.dwg

Attachment F

Landscape Maintenance District No.1 2022-23 Assessment Distribution Based on Max Assessment of $95,310					
ASSESSMENT NUMBER	NAME	DESCRIPTION	Acreage	%	AMOUNT OF ASSESSMENT 2021-22
1	Cypress Corporate Center LLC; P.O. Box 240011, Los Angeles, CA 90024	Par 1, PM 134-4 A.P. #224-271-05	5.378	3.95%	$3,762.26
2	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 1, PM 207-35 A.P. #224-271-11	1.646	1.21%	$1,151.48
3	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 207-35 A.P. #224-271-07	3.238	2.38%	$2,265.19
4A	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	Par 1, PM 155-23 A.P. #224-271-23	13.966	10.25%	$9,770.11
4B	Katella Holder Street LLC; PO Box 847, Carlsbad, CA 92018	Par 2, PM 155-23 A.P. #224-271-24	8.324	6.11%	$5,823.17
5	Duke Realty Limited Partnership; P.O. Box 40509, Indianapolis, IN 46240	Par 1, PM 167-34 A.P. #224-261-04	22.304	16.37%	$15,603.08
6	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 4, PM 247-21 A.P. #224-261-07	6.301	4.62%	$4,407.95
7	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 3, PM 247-21 A.P. #224-262-01	15.235	11.18%	$10,657.86
8	Warland Investments, Ltd. 1299 Ocean Ave., Ste. 300 Santa Monica, CA 90401	Par 1, PM 214-13 A.P. #224-271-21	11.314	8.30%	$7,914.87
9	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 207-35 A.P. #224-271-12	1.843	1.35%	$1,289.30
10	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 3, PM 207-35 A.P. #224-271-13	1.100	0.81%	$769.52
11	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 4, PM 207-35 A.P. #224-271-14	1.106	0.81%	$773.72
12	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Lot 5, PM 207-35 A.P. #224-271-17	1.380	1.01%	$965.40
13	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 6, PM 207-35 A.P. #224-271-16	0.996	0.73%	$696.77
14	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 7, PM 207-35 A.P. #224-271-15	1.322	0.97%	$924.82
15	Warland Investments, Ltd. 1299 Ocean Ave., Ste. 300 Santa Monica, CA 90401	Par 2, PM 214-13 A.P. #224-271-22	17.504	12.85%	$12,245.17
16	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 1, PM 238-16 A.P. #224-261-08	7.177	5.27%	$5,020.77
17	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 247-21 A.P. #224-261-10	9.211	6.76%	$6,443.68
18	Cypress Corporate Center LLC; P.O. Box 240011 Los Angeles, CA 90024	Par 2, PM 247-21 A.P. #224-261-11	6.897	5.06%	$4,824.89
		Total	**136.24**	**100%**	**$95,310.00**

CITY OF CYPRESS
FY 2022-23 CITY ENGINEER'S REPORT
JUNE 27, 2022

CITY ENGINEER'S REPORT
CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1

ADDENDUM NO. 1

The City Engineer's Report for the Cypress Corporate Center Landscape Maintenance District No. 1 is amended as noted below. In case of conflict between the City Engineer's Report and this addendum, this addendum shall govern.

I. **HERBICIDES**

a. **Use of Roundup, Kleenup, Accord, Imitator, Eraser, Pronto, Rodeo, or other herbicides containing Glyphosate is not permitted.**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ORDERING THE RENEWAL OF THE CYPRESS CORPORATE CENTER LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2022-23, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND CONFIRMING THE DIAGRAM AND ASSESSMENT THEREOF

WHEREAS, the City Council has, by Resolution No. 6884, declared its intention to order the construction and maintenance of a certain landscaped berm in connection with the development of the Cypress Business Park, and to modify Cypress Corporate Center Landscape Maintenance District No. 1 under the provisions of the Landscaping and Lighting Act of 1972, i.e., Part 2 of Division 15 of the California Streets and Highways Code (herein "the Act"); and

WHEREAS, in Resolution No. 6884, the City Council fixed June 27, 2022, at the hour of 7:00 p.m. in the City Council Chamber located at City Hall, 5275 Orange Avenue, in the City of Cypress, California, as the time and place for hearing protests and objections to the improvements proposed to be renewed for Fiscal Year 2022-23, and/or to the proposed assessment; and

WHEREAS, the City Council has approved a report prepared by the City Engineer under and pursuant to the Act and, in particular, Section 22565 et seq. of the Act; the City Engineer's Report (herein "the Report"), and said Report has been filed with the City Clerk of the City of Cypress and has been available for review by the property owners within Cypress Corporate Center Landscape Maintenance District No. 1; and

WHEREAS, the City Clerk has given the notices of the passage of the Resolution of Intention, Resolution No. 6884, the filling of the Report, and of the time and place and purpose of said hearing, substantially as required by Sections 22626 et seq. of the California Streets and Highways Code; and

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the Act for publishing and mailing of said notices; and

WHEREAS, at the time and place stated in said notices, a hearing was duly held by the City Council; during the course of said hearing, the Report was duly presented and considered; all written protests and objections received, if any, were duly presented, read, heard, and considered; all persons appearing at said hearing and desiring to be heard in the matter of said Report were heard; a full, fair, and complete hearing has been had; and the City Council is fully informed in the premises; and

WHEREAS, the City Council has examined and considered the assessment proposed in said Report and the proceedings prior thereto, and the evidence presented at said hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The hearing referred to in the recitals hereof has been duly, held, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The City Council is satisfied with the correctness of the Report, including the assessment and diagram, the proceedings and all matters relating thereto; and any and all protests, objections, or appeals are hereby overruled and denied. The City Council orders the renewal of Cypress Corporate Center Landscape Maintenance District No. 1 for Fiscal Year 2022-23, as described in Resolution No. 6884, and confirms the proceedings and said assessment.

SECTION 2. The City Council orders the proposed improvements to be made in accordance with said Report and these proceedings.

SECTION 3. The City Council determines that the amount of the assessment shown in said Report, i.e. $95,310 should be confirmed; and said assessment is confirmed and fixed in the amount of $95,310.

SECTION 4. The City Council determines that the amounts to be assessed against the individual parcels shown on the assessment diagram contained in said Report are hereby approved and confirmed; and said City Clerk is directed to endorse the fact and date of such approval on said Report.

SECTION 5 The City Clerk is directed to file said diagram and assessment with the County Auditor as required by Section 22641 of the California Streets and Highways Code.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 27th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 27th day of June, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alicia Velasco, Planning Director

DATE: 06/27/2022

SUBJECT: **Adopt the 2021-2029 Housing Element and Technical Report**

RECOMMENDATION

Adopt a Resolution adopting the 2021-2029 Housing Element and Technical Report and approving the Initial Study/Negative Declaration.

SUMMARY

The Housing Element is one of seven mandatory elements of the General Plan and is the City's chief housing policy. The Housing Element provides plans and programs to conserve and improve existing affordable housing; remove housing production constraints; and provide sites to meet the City's 3,936 unit Regional Housing Needs Assessment (RHNA). The Housing Element must adhere to detailed statutory requirements and is subject to review and certification by the California Department of Housing and Community Development (HCD). This is the City Council's sixth public meeting to discuss and receive input on the 2021-2029 Housing Element and Technical Report.

DISCUSSION

The Housing Element has three primary components: 1) background demographic information and analysis; 2) RHNA site selection and inventory; and, 3) goals and programs.

Background Demographic Information and Analysis

A main component of the Housing Element is analyzing the City's demographic, economic, and housing information. With this data, the City's progress in providing housing across different demographic and economic sectors of the community is analyzed; with the goal of recognizing and addressing potential housing constraints. Highlights from the analysis include:

- Cypress' population increased by three percent to approximately 49,272 residents.
- Cypress' population is aging. The population that is 45 years and older has grown while the number of younger adults and children has decreased. The number of seniors living

alone increased 13 percent.
- 32 percent of Cypress households are lower income (having a household income of 80 percent or less of the area median income).

RHNA Site Selection and Inventory
The sites inventory demonstrates that the City can meet its RHNA. After a series of public workshops, the City Council approved two alternatives to achieve the City's RHNA.

Alternative 1
Alternative 1 allocates RHNA between the Lincoln Avenue Specific Plan and the Cypress Town Center and Commons Specific Plan 2.0 (CTCC) on Los Alamitos Race Course. Alternative 1 makes three modifications to the CTCC: 1) Town Center District residential density increases from 15 dwelling units per acre (du/ac) to 50 du/ac, 2) 7.6 acres within the Single Family Detached District increases from eight du/ac to 45 du/ac, and 3) removes the residential unit cap to accommodate RHNA. These modifications add 676 units in the CTCC (a 54% increase from 1,250 units to 1,926 units). The remaining RHNA is the Lincoln Avenue Specific Plan (at 30 du/ac) and one site on Katella Avenue (at 60 du/ac). Changes to the Lincoln Avenue Specific Plan and the Katella Avenue site require City Council approval at a public hearing. Voter approval is required to update the CTCC.

Alternative 2
Because Alternative 1 requires voter approval, the State requires the City submit an alternative sites inventory that must be implemented if voters do not approve Alternative 1.

Alternative 2 does not make any changes to CTCC, but requires greater density increases in the Lincoln Avenue Specific Plan (the highest densities, up to 60 du/ac, are closest to Cypress College). Alternative 2 creates 2,426 additional units in the Lincoln Avenue Specific Plan and includes Alternative 1's Katella Avenue site and the southeast corner of Orange Avenue and Grindlay Street. Alternative 2 requires City Council approval at a public hearing.

Housing Element Goals and Related Programs
As required by State law, the Housing Element goals and programs are centered on:

1. Conserving affordable housing supply;
2. Assisting in the provision of housing;
3. Providing adequate sites to achieve a variety and diversity of housing;
4. Removing governmental constraints; and
5. Promoting equal housing opportunities.

Many of the programs are ongoing efforts in the existing Housing Element; however, several new programs address governmental constraints to housing production and implement the sites inventory. To meet State deadlines, the City Council has approved several of the new programs ahead of adopting the 2021-29 Housing Element, including zoning ordinance amendments for accessory dwelling units, density bonuses, and reasonable accommodations. Once the State certifies the Housing Element, the City Council will continue to consider new programs, including an inclusionary housing feasibility study and sites inventory rezoning.

HCD Review and Next Steps

The City Council authorized submitting the draft Housing Element to HCD for review on October 11, 2021. HCD provided findings and requested revisions focused on fair housing and housing programs on December 10, 2021. Planning revised the Housing Element in response to HCD's comments and submitted it for a second HCD review on February 28, 2022. HCD second round of comments (received on May 13, 2022) asked the City to demonstrate that non-vacant sites in the sites inventory are feasible for residential development and to strengthen the fair housing analysis and programs. HCD did not request changes to the location or affordability of the RHNA sites.

The Housing Element will be submitted to HCD for certification once the City Council has adopted it.

Environmental Review

An Initial Study and Negative Declaration (IS/ND) were prepared for the Housing Element update to analyze potential environmental impacts. The IS/ND did not identify any potentially significant impacts. The IS/ND was available for public review and comment from July 16 to August 16, 2021.

BUDGET IMPACT

None. The FY 2022-23 Budget includes appropriations for Housing Element implementation and the City Council will consider related expenditures when appropriate; however, none are recommended at this time.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
Housing Element
Technical Report
Appendices
Initial Study Negative Declaration

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADOPTING THE 2021-2029 HOUSING ELEMENT OF THE GENERAL PLAN AND APPROVING AN INITIAL STUDY AND NEGATIVE DECLARATION.

WHEREAS, California Government Code Section 65580 et seq. requires the City of Cypress to periodically prepare and update its Housing Element of the General Plan. The City's Housing Element establishes goals, policies, and programs to accommodate the maintenance and expansion of the City's housing supply; and

WHEREAS, the 2021-2029 Housing Element, Technical Report, and Appendices were prepared based on input from the public, the City Council, and the California Department of Housing and Community Development, and are attached as Exhibit "A" to this Resolution; and

WHEREAS, the 2021-2029 Housing Element, Technical Report, and Appendices include updated data in compliance with state housing laws and a variety of programs and strategies to address citywide housing needs and priorities and affirmatively further fair housing; and

WHEREAS, the City Council held public hearings and workshops on January 21, 2021, March 15, 2021, March 29, 2021, April 12, 2021, September 13, 2021, and October 11, 2021 to receive public input on the Housing Element update. The draft Housing Element, Technical Report, and Appendices were also made available for public review and comment from September 8-13, 2021, March 2-9, 2022, and June 17-27, 2022; and

WHEREAS, a draft Housing Element, Technical Report, and Appendices were submitted to HCD on October 12, 2021 and was resubmitted with revisions on March 10, 2022 for a second 60-day HCD review; and

WHEREAS, based on the underutilization (e.g., low improvement values and low floor area ratios), building age and condition, and/or uses of marginal economic viability on identified housing sites, coupled with significant demand for housing, local trends for converting existing non-vacant land into residential and residential mixed-use, and Housing Element programs to encourage redevelopment of non-vacant sites with higher-density housing, the existing uses on the sites identified in the sites inventory to accommodate the lower income regional housing needs allocation (RHNA) are likely to be discontinued during the planning period (as documented in the Housing Element Technical Report, Section 4 (Land Resources), and therefore, do not constitute an impediment to additional residential development during the planning period; and

WHEREAS, once adopted by the City and certified by HCD, the 2021-2029 Housing Element will supersede and replace the existing 2013-2021 Housing Element of the General Plan; and

WHEREAS, on June 27, 2022, the City Council held a duly noticed public hearing and considered testimony on adoption of the 2021-2029 Housing Element; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Initial Study/Negative Declaration (IS/ND) was prepared assessing the potential environmental impacts that might result from the adoption of the 2021-2029 Housing Element. The City determined there was no substantial evidence that adoption of the 2021-2029 Housing Element may have a significant effect on the environment. The Draft IS/ND was released for a 30-day public review period from July 16, 2021 through August 16, 2021. All required notifications were provided pursuant to CEQA (Public Resources Code Section 21092.5) and all comment letters were incorporated into the Final IS/ND. The Final IS/ND is attached to the Resolution as Exhibit "B"; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Findings. Pursuant to Section 5.28.120 of the Cypress Zoning Ordinance, the City Council makes the following findings:

1. The proposed amendment is in the public interest, and that there will be a community benefit resulting from the amendment.

   The 2021-2029 Housing Element is in the public interest and will provide a community benefit because it contains goals, policies, and programs to accommodate the maintenance and expansion of the City's housing supply. As provided in the Housing Element Technical Report, these programs are necessary to provide a variety of housing types for all economic segments of the population residing in the City.

2. The proposed amendment is consistent with the other goals, policies, and objectives of the general plan.

   The 2021-2029 Housing Element is consistent with Land Use Element Goal LU-1, to "create a well balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to City residents". More specifically, the Housing Element furthers the following land use policies:

   > LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.

LU-1.3: Encourage mixed use development within the Lincoln Avenue Specific Plan area by providing incentives for senior citizen and multi-family housing.

LU-1.4: Locate residential uses within close proximity of commercial centers to encourage pedestrian access, and to provide a consumer base for commercial uses.

3. The proposed amendment will not conflict with provisions of the zoning ordinance, subdivision regulations, or any applicable specific plan.

   The Housing Element includes programs to complete zoning ordinance and specific plan amendments which are required by state housing law to remove governmental constraints to housing development and accommodate the City's RHNA.

4. In the event that the proposed amendment is a change to the land use policy map, the amendment will not adversely affect surrounding properties.

   The adoption of the 2021-2029 Housing Element does not include changes to the land use policy map.

SECTION 2. The City Council authorizes and directs the City Manager to make any technical or clerical revisions or clarifications to the 2021-2029 Housing Element, Technical Report, and Appendices as may be required by HCD in order to obtain Housing Element certification provided that such changes are not substantial in nature.

SECTION 3. CEQA The City Council confirms that it has reviewed and considered the Final IS/ND for the Housing Element update. The IS/ND has been prepared, noticed, and is hereby adopted according to the requirements of the California Environmental Quality Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby adopts the 2021-2029 Housing Element of the General Plan, Technical Report, and Appendices attached hereto as Exhibit "A". The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 27th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 27th day of June, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

IX. 2021-2029 HOUSING ELEMENT

INTRODUCTION TO THE HOUSING ELEMENT

The City of Cypress, incorporated in 1956, is a relatively young suburban community located in northwestern Orange County. Soon after incorporation, Cypress began a period of rapid residential growth, with numerous single-family housing tracts built in the 1960s and 1970s. As the City has become built out, the majority of residential growth has occurred through the recycling of underutilized properties. Annexation of three older, predominately single-family neighborhoods into north Cypress in the 1970s and 1980s and rezoning for their transition to multi-family has provided significant opportunity for infill development. In addition, the City has been successful in integrating housing along the Lincoln Avenue commercial corridor. Further, with the adoption of a specific plan for this area and subsequent amendment to increase residential density, Lincoln Avenue continues to be a focus for mixed-use and residential development. Voter approval of the Cypress Town Center and Commons Specific Plan 2.0 in 2018, which covers the Los Alamitos Race Course property, has provided further opportunity for residential development within the City.

The 2021-2029 Housing Element is intended to guide residential development and preservation in a way that coincides with the overall economic and social values of the community. The residential character of a city is largely dependent on the type and quality of its dwelling units, their location, and such factors as maintenance and neighborhood amenities. The Housing Element is an official municipal response to a growing awareness of the need to provide housing for all economic segments of the community, as well as fulfill legal requirements that housing policy be made a part of the planning process. As such, the Element establishes policies that will guide City officials in daily decision making and sets forth an action program designed to enable the City to realize its housing goals.

STATE POLICY AND AUTHORIZATION

The Housing Element has been a mandated part of every city's General Plan since 1969 in order to encourage the provision of adequate housing in all communities statewide. Article 10.6, Sections 65580 – 65589.8, Chapter 3 of Division 1 of Title 7 of the Government Code sets for the statutory requirements of the Housing Element, including specific components that must be contained in a community's Housing Element.

Government Code Section 65583 sets forth the required components of the Housing Element, and shall "consist of an identification and analysis of existing and project housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community".

The 2021-2029 Housing Element was created in compliance with State law, specifically those sections listed above, pertaining to Housing Elements.

ORGANIZATION OF THE HOUSING ELEMENT

State Housing Element law requires the Elements to include two basic components:

1. An evaluation of the housing problem and an analysis of housing needs, indicating the capacity of the existing housing supply to provide all economic segments of the community with decent housing.

2. A housing program consisting of the following:

   - A comprehensive problem solving strategy establishing local housing goals, policies, and priorities aimed at alleviating unmet need and remedying the housing problem; and

   - A course of action which includes a specific description of the actions the locality is undertaking and intends to undertake to effectuate these goals, policies, and priorities.

The Cypress Housing Element describes the City's housing needs and sets forth a program of action in accordance with State law. This first section of the Element defines the intent of the Housing Element, describes its relationship to State directives and other General Plan elements, and includes a description of the public participation and intergovernmental coordination utilized in its preparation.

The second section of the Housing Element provides an overview of the present and projected housing needs of the City's households, an analysis of potential constraints to meeting the City's identified housing needs, and an evaluation of sites and other resources available to further the development of new housing. This information is further described and defined in the Housing Element Technical Report, an appendix to the Element.

The third section of the Housing Element establishes a comprehensive program strategy to implement the City's housing goals. Finally, the fourth section sets forth the goals and policies to address Cypress' identified housing needs.

RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The City adopted a comprehensive update to the Cypress General Plan on September 10, 2001. All eight elements of the General Plan were updated, including Land Use, Circulation, Conservation/Open Space/Recreation, Safety, Noise, Air Quality, Growth Management, and Housing. As part of the update of this Housing Element, the other elements of the General Plan were reviewed to ensure consistency with the policies set forth in those elements. Additionally, the City plans to update the Safety Element in 2023, to address severe climate conditions and high fire hazards as required by State law.

The City will ensure continued internal consistency among all elements of the General Plan so that policies introduced in one element are consistent with other elements. Whenever any element of the General Plan is amended in the future, the Housing Element will be reviewed and modified, if necessary, to ensure continued consistency among the elements.

RELATED PLANS AND PROGRAMS

A number of local and regional plans and programs relate to the Housing Element. Descriptions of these plans are as follows.

Regional Housing Needs Assessment (RHNA): California Housing Element law requires that each city and county develop local housing programs designed to meet its "fair share" of existing and future needs for all income groups, as determined by the jurisdiction's Council of Governments. This "fair share" allocation concept seeks to ensure that each jurisdiction accepts responsibility for the housing needs not only of its resident population, but also for those households that might reasonably be expected to reside in the jurisdiction in the future.

The Southern California Association of Governments (SCAG) is responsible for allocating the region's future housing needs (Regional Housing Needs Assessment or RHNA) among subregions and individual jurisdictions. The final 2014-2021 RHNA adopted by SCAG has identified the 2021-2029 future housing need for Cypress as **3,936 units**, including 1,807 lower-income units. These regional housing needs are addressed in the Housing Element both through the provision of suitable sites and the provision of programs to support housing for low- and moderate-income households.

PUBLIC PARTICIPATION

Section 65583(c)(5) of the Government Code states that "local government shall make **a** diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort**.**" Opportunities for community stakeholders to provide input on housing issues and recommend strategies are critical to the development of appropriate and effective programs to address the City's housing needs.

This section summarizes the City of Cypress' efforts educate and gain public participation throughout the Housing Element Update process as well as the input received as a result of these efforts.

PUBLIC OUTREACH

The City utilized a variety of platforms to notify the public of the Housing Element Update, provide education and background information on the Housing Element and RHNA, and provide information on how to participate and provide input. These included:

- Mailing of 120 event postcards to the City's January 21, March 29, and September 13 Housing Element workshops to local and regional agencies and organizations.
- Publishing a notice of the workshop in the Orange County Register.
- Housing Element Update information and workshop displayed prominently on the homepage of the City's website
- Advertisement of workshops on the City's Facebook, Instagram, and Twitter accounts and updates provided in the community managed pages
- Advertisement through push notifications, e-notifications, and news bulletin within the Cypress Central App.

As part of the City's public outreach strategy, City staff developed an extensive list of local and regional community groups, companies, and nonprofit organizations that serve the Cypress community. These included affordable housing providers, social service providers, community organizations serving minority populations, and homeless service providers. A complete list of organizations contacted as part of the public outreach process is included in Appendix C of the Housing Element Technical Report.

Additionally, an informational page was created on the City's website to serve as the primary hub for information regarding the Housing Element Update. The webpage included the following components:

- Background information on the statutory requirements of the Housing Element and RHNA;
- Project timeline;
- Information on potential sites and programs being considered for the sites inventory;
- Notices and draft documents for the Initial Study and Negative Declaration;
- Dates, times, and registration information for upcoming workshops;
- Powerpoint presentations and staff reports for past workshops; and
- A comment box where public input on the Housing Element could be provided. The City received over 40 public comments through the comment box. These comments are summarized later in this section.

PUBLIC WORKSHOPS AND CITY COUNCIL MEETINGS

The City Council held several workshops throughout 2021 to discuss the Housing Element Update and obtain public input. Due to the Covid-19 pandemic, all workshops were held virtually through the Webex video conference platform. A summary of public comments received during the workshops is included later in this section.

JANUARY 21, 2021 WORKSHOP: INTRODUCTION TO THE HOUSING ELEMENT

The purpose of the January 21, 2021 workshop was to provide the City Council and the public with foundational information on the Housing Element update. Topics covered in the presentation included statutory requirements for the Housing Element, background on the RHNA process and the City's RHNA, and an overview of the City's population and housing demographics. A total of 19 members of the public attended the workshop.

MARCH 15, 2021 WORKSHOP: SITES INVENTORY

The primary purpose of the March 15 workshop was to present the preliminary sites analysis and obtain initial feedback on potential strategies to meet the City's RHNA. The presentation discussed general best practices as well as statutory requirements related to meeting the RHNA, particularly for lower income units. Three potential sites strategies were presented to achieve the RHNA.

MARCH 29, 2021 WORKSHOP: SITES INVENTORY

The March 29 workshop continued the discussion on potential strategies to meet the City's RHNA. A total of 143 members of the public virtually attended the workshop. Based on input received at the March 15 workshop, revised sites strategies were presented. A significant portion of the workshop was dedicated to receiving public comments as well as input from the City Council and a total of 38 formal comments were received (verbal and written).

APRIL 12, 2021 WORKSHOP: SITES INVENTORY

The April 12 workshop provided a final opportunity for public input and Council discussion prior to the Council providing direction on a sites strategy to include in the Housing Element. Revised strategies were presented at the workshop, based on feedback received at the March 29 workshop. 23 members of the public attended the workshop and one public comment was given.

SEPTEMBER 13, 2021 WORKSHOP: REVIEW OF DRAFT HOUSING ELEMENT

The September 13 workshop provided an opportunity for the Council and the public to provide feedback on the draft Housing Element and draft Technical Report documents. The presentation included an overview of the selected sites strategies and housing programs. 23 individuals virtually attended the workshop and no oral or written comments were received from members of the public during the workshop. The draft Housing Element and Technical Report were made available for public review one week prior to the workshop on September 8, 2021. Notification of public availability of the drafts was provided through multiple avenues including publishing a notice in the Orange County Register, mailing of a notice to local and regional agencies and organizations, prominent posting on the City's website, social media alerts, and email and push notifications through the Cypress Central App.

OCTOBER 11, 2021 COUNCIL MEETING: AUTHORIZATION TO SEND DRAFT TO HCD

The final Draft Housing Element was presented to the City Council at the October 11 meeting. Since there were no comments at the September 13 meeting that necessitated substantial changes to the draft, the final draft included only a few minor edits (such as updating dates). At the October 11 meeting, there were no public comments received on the draft Housing Element and the City Council unanimously agreed to submit the Draft Housing Element to California Department of Housing and Community Development (HCD) for review.

JUNE 27, 2022 COUNCIL MEETING: PUBLIC HEARING TO ADOPT FINAL DRAFT AND CERTIFY THE IS/ND

Subsequent to completing revisions based upon HCD's review of the Redlined Draft Housing Element, the City Council conducted a public hearing prior to adoption of the Housing Element. Certification of the Initial Study/Negative Declaration occurred simultaneously. The City provided notification of the public hearing through its typical channels, including publishing in the Orange County Register and posting of the notice at City Hall and other community locations, and posting on the City's website. Additionally, the Final Draft Housing Element was made available for a seven-day public review period on the City's website beginning on June 17, 2022 as described later in this section.

SUMMARY OF PUBLIC INPUT

The City received a wide range of feedback from the public throughout the Housing Element Update process through public comment time during public workshops, through the website's comment box, and via email.

INPUT RECEIVED FROM INDIVIDUALS

Table HOU- 1 provides a summary of comments received from individual members of the public and how the City has addressed this feedback in the Housing Element. The majority of comments received by the City fell within two categories: (1) general questions and concerns about the Housing Element and RHNA requirements, and (2) opposition to specific sites that were identified for potential inclusion in the sites inventory. As a result, City staff spent considerable time at public workshops providing background information about the RHNA and the City's obligations under state housing element law as well as responding individually to concerns about these matters. Additionally, the identified sites that received significant public opposition were removed from consideration in response to input from the public.

Table HOU- 1: Summary of Public Input

Comment Themes	City Responses
General questions about Housing Element/RHNA/site selection process; General concerns about higher density low income housing related to traffic, noise, property values	City staff responded individually to written comments to provide information on the process and encourage participation in the workshops. Ample time was provided during the workshops to education the public on the process, requirements, and how sites were selected.
Oppose housing on Essex Park and Joe Schmoe's Restaurant properties	These sites were preliminarily identified at the first sites inventory workshop and were removed in response to Council direction and public feedback.
Comments/concerns about additional housing development on Lincoln Avenue: • Traffic congestion • Impact on small businesses • Support for redevelopment of old motel properties	The City's preferred alternative (Alternative 1) balances new units between the Lincoln Ave. corridor and the Cypress Commons and Town Center Specific Plan 2.0 (CTCC). Environmental review as part of Housing Element implementation will analyze concerns such as traffic.
Oppose housing on sites located on northwest corner of Cerritos Ave. and Denni St.	These sites were preliminarily identified and were removed from the sites inventory in response to public feedback and Council direction.
Support for housing on larger underutilized commercial sites on Katella Ave.	The CTCC area and Opportunity Site #115 have been identified to add housing adjacent to Katella Ave.
Support for higher density near Cypress College for student housing	Both Alternatives include an increase in density on sites near Cypress College.

INPUT RECEIVED FROM ORGANIZATIONS

The City received two comment letters from organizations that serve lower and moderate income individuals and families: Habitat for Humanity of Orange County and the Kennedy Commission. Table HOU- 2 provides a summary of comments and recommendations from these two organizations and how they have been addressed in the Housing Element.

Table HOU- 2: Summary of Comments Received from Organizations

Recommendation	City Response
Ensure parity in funding for homeownership projects.	Since the dissolution of Redevelopment, the City's ability to fund projects (whether rental or owner) is extremely limited; however, the City will consider this

	recommendation in other policy discussions, such as inclusionary zoning.
Remove minimum lot sizes in single family zones/allow for greater density in single family zones for smaller homes and ADUs.	The City's implementation of the new requirements established by SB 9 will serve to allow for smaller lot sizes and increased density in the single family zones. Additionally, the City's ADU program as outlined in the Housing Programs section will encourage ADU development.
Encourage residential and commercial partnerships through mixed use zoning.	The City's strategy for development in the Lincoln Avenue Specific Plan and multiple districts of the Cypress Town Center and Commons Specific Plan 2.0 includes a mix of residential and commercial uses.
Adopt an inclusionary housing ordinance with a 15-20% requirement of affordable housing production.	The Housing Programs of this Housing Element includes conducting a feasibility study and adoption of an inclusionary housing ordinance based upon the study.
Implement an Affordable Housing Overlay for sites inventory sites proposed to be upzoned which requires 15-20% affordable units.	The rezoning program will allow by-right approval of developments with 20% or more affordable units. Additionally, requirements implemented through an inclusionary housing ordinance would apply to sites identified in the sites inventory.
Prioritize development of affordable housing on city-owned sites.	The City has limited sites available/appropriate for redevelopment; however, one city-owned site on Lincoln Avenue has been included as an opportunity site.
Ensure proposed opportunity sites for lower income units are realistic and will ensure that they are developed for lower income households.	The City has utilized thresholds established by HCD to ensure that the selected sites are suitable for lower income units, including minimum density and lot size. The sites inventory does not rely on lot consolidation to achieve the necessary lot sizes for lower income sites.
Include anti-displacement policies that protect low income residents from rising rents.	Anti-displacement policies in compliance with AB 1397 are included as a Housing Program in the Housing Element.
Update density bonus provisions to comply with state law.	Updating the City's density bonus ordinance is included in the Housing Programs of the Housing Element.
Include a list of the type of incentives offered for sites that are offering 100% affordable units to lower income families.	At this time the City is not implementing additional incentives specific to very low and extremely low income developments; however, these developments would be eligible for incentives provided by state density bonus law.

INPUT RECEIVED ON THE REDLINED DRAFT HOUSING ELEMENT

The City received comments on the Draft Housing Element from HCD on December 10, 2021. The City made revisions to the Draft Housing Element in response to HCD's comments and on February 28, the Cypress City Council authorized staff to resubmit the Redlined Draft Housing Element to HCD after a seven-day public review period. The Redlined Draft Housing Element was made available for public review on the City's website from March 2 through March 9, 2022. All individuals and organizations that previously commented or expressed interest in being notified throughout the update process were contacted via email regarding the availability of the Redlined Draft.

Comments were received from two residents and one organization (The Kennedy Commission) during the seven-day review period. Both residents expressed their preference for the City to move forward with the Alternative 1 sites inventory versus Alternative 2. The Kennedy Commission expressed support for Alternative 2 due to the election process associated with Alternative 1. As described in further detail later in the Housing Element (see Residential Sites To Address Regional Housing Needs), the City has selected Alternative 1 as the preferred

alternative because it more evenly distributes the RHNA units throughout the City and is most likely to result in housing production during the planning period.

The Kennedy Commission also expressed concerns with the implementation timeframe of some of the City's programs, such as the feasibility study for an inclusionary program and programs intended to incentivize ADU production. Due to the extent and complexity of the proposed rezone program to accommodate the sites inventory and other zoning ordinance amendments that are required to be completed in the near term, the City believes that the included timeframes for implementation are ambitious and shortening implementation timeframes for additional programs would be unrealistic.

On May 13, 2022, the City received a second review letter from HCD. The Housing Element and Technical Report were revised in response to HCD's comments and the Final Draft Housing Element and Technical Report were made available for public review on the City's website from June 17 through June 26, 2022. All individuals and organizations that previously commented or expressed interest in being notified throughout the update process were contacted via email regarding the availability of the Final Draft.

SUMMARY OF EXISTING CONDITIONS

Assuring the availability of adequate housing for all social and economic segments of Cypress' present and future population is a primary goal of the Housing Element. This section of the Housing Element provides a summary of the community's key housing needs, and evaluates the City's ability to fulfill its future share of regional housing growth needs (RHNA).

HOUSING NEED

The following summarizes key housing needs, as identified in the 2021-2029 Housing Element Technical Report (an appendix to the Element). This summary of existing conditions is organized into four areas: housing availability; housing affordability; housing adequacy; and special needs households.

HOUSING AVAILABILITY

According to the California Department of Finance, in 2020, there were an estimated 16,631 housing units in the City. A majority of the units (78 percent) are attached or detached single-family homes. Multi-family development comprised about 20 percent of the housing stock, with mobile homes making up the remaining approximately three percent. According to the 2014-2018 American Community Survey, 66 percent of households in Cypress were owner occupied, demonstrating a decrease from 72 percent in 2010. The homeownership rate continues to be higher than the countywide homeownership rate of 57 percent.

Over the last decade, Cypress has experienced an active housing resale market and both home and condominium prices have increased as the housing market recovered after the Great Recession. Increases in home prices were particularly sharp in 2020, with the median home price increasing from $617,500 in 2019 to $711,500 in 2020 (a 15 percent increase). When condominiums are considered separately from single family residences, the typical value of a condominium in Cypress was $519,900 in 2020.

Rental costs in Cypress ranged from $1,450 to $3,800 per month, based on an online survey of units listed for rent in October 2020. The median month rent was $1,680 for a one-bedroom unit, $2,160 for a two-bedroom, and $3,000 for a three-bedroom. Of the 39 units identified in the survey, 38 percent were one-bedroom units and 31 percent were two-bedroom units, indicating that small to medium sized rentals are more available in Cypress; however, larger families may have more difficulty finding affordable, appropriately sized units within the City.

Overcrowding is another indicator of housing availability. The U.S. Census defines overcrowding as households with more than 1.01 persons per room, excluding kitchens, bathrooms and porches. According to 2014-2018 American Community Survey estimates, there were approximately 723 overcrowded households (4.6 percent) in

Cypress in 2018, a slight increase from the previously planning period. While rental units comprise only one-third of the City's housing stock, 64 percent of the City's overcrowded households are rentals. Approximately 16 percent of Cypress' overcrowded households were identified as severely overcrowded, defined as more than 1.51 persons per room.

HOUSING AFFORDABILITY

Housing overpayment occurs when housing costs increase faster than income. State and Federal standards define housing overpayment as spending more than 30 percent of income on housing; severe overpayment is spending greater than 50 percent. In most urban communities in California, it is not uncommon for households to overpay for housing based on this definition. However, to the extent that overpayment rates are particularly high among lower-income populations, it is important for communities to begin to address these needs through their housing programs.

Based on the US Department of Housing and Urban Development Comprehensive Housing Affordability Strategy (CHAS) dataset for 2013-2017, 34 percent of households in Cypress (5,350 households) were overpaying for housing. Like overcrowding, overpayment is far more concentrated among the City's renter households, with 46 percent overpaying, compared to 28 percent of owner households. Cost burden impacts lower income renter households in particular. According to the CHAS dataset, over 95 percent of extremely low income family households that rent were cost burdened.

As a means of assessing the affordability of the current housing market in Cypress, housing sales and rental costs can be compared with household incomes. With the home and condo values indicated in the previous section, only above-moderate income households have a wide range of ownership opportunities in the City. Smaller condominiums may be affordable to some moderate-income households (refer to the Technical Report for further details on this analysis).

In terms of affordability of local rental housing, households earning moderate income households can afford a wide range of rental options in Cypress. Additionally, low income households can typically afford smaller (one- to two-bedroom) units in the City, but may not be able to afford larger units. Very low and extremely low income households are not able to afford market rate rental housing within Cypress without incurring a cost burden.

HOUSING ADEQUACY

As a general rule, when a housing unit reaches 30 years in age, major rehabilitation improvements begin to become necessary. According to 2014-2018 American Community Survey estimates, approximately 95 percent of the City's housing stock (over 15,000 units) will be more than 30 years old by the end of the 2021-2029. As Cypress is almost entirely built out, fewer new units are being constructed. Between 2010 and 2020 approximately 563 units (or 3 percent) were added to the housing stock. Among owner-occupied housing, 82 percent of units were constructed prior to 1980, with an additional 12 percent constructed in the 1980s and 1990s. Similarly, 76 percent of renter housing units were constructed prior to 1980, with an additional 21 percent constructed between 1980 and 1999. Continued maintenance of the housing stock will be necessary through independent property owner action, as well as code enforcement and combined housing rehabilitation assistance to prevent deterioration of older homes and neighborhoods.

SPECIAL NEEDS

Certain segments of the population may have more difficulty in finding decent, affordable housing due to their special needs. These specific groups are summarized below.

1. Elderly

Approximately 15 percent (7,275 individuals) of the City's population in 2018 was 65 years of age and older, a slight increase from the 13 percent in 2010. Additionally, 26 percent of the City's households were senior-headed households, and 30 percent of these were seniors living alone. About one-third of the City's senior population has one or more disabilities, indicating additional special needs for this population group. As the

population continues to age and a greater number of the elderly become frail, the need for supportive senior housing will increase.

2. Disabled Persons

Persons living with a physical or mental disability may have difficultly living in a traditionally designed housing unit, may have limited earning capacity, and may have other needs relating to healthcare access and cost and transit access, among others. The 2014-2018 American Community Survey indicates that approximately 10 percent of the population in Cypress has some form of disability. Elderly individuals comprise an estimated 52 percent of the City's disabled population.

Additionally, approximately 799 individuals with a developmental disability were residing in Cypress as of June 2019, according to the CA Department of Developmental Services. There will consistently be a need for housing to accommodate elderly and disabled residents in the City.

3. Large Households

Cypress has an estimated 2,100 households with five or more members, representing approximately 13 percent of total households. Large families are identified as a group with special housing needs based on the limited availability of adequately sized, affordable housing units. Large families are often of lower income and lack of larger affordable units can lead to overcrowding of smaller dwelling units. This can result accelerated deterioration of overcrowded units.

4. Single Parent Households

Single-parent households often require special consideration and assistance due to their greater need for affordable and accessible day care, health care, and other supportive services. In particular, female-headed households with children tend to have lower incomes than other types of households, a situation that limits their housing options and access to supportive services.

Cypress has an estimated 1,194 single parent households with children, accounting for about 8 percent of all households. Of these households, approximately 82 percent are female headed households with children.

5. Homeless

Generally, the homeless in Cypress are not visible on the street, but are often living in motels/hotels, living with other households in order to afford housing, or living in other non-permanent housing situations. According to the 2019 point-in-time homeless count conducted by the Orange County Department of Community Resources, there were a total of 6,860 home individuals residing in Orange County, with a total of 39 residing in Cypress. Countywide, homelessness has been increasing in recent years, with an increase of 43 percent between 2017 and 2019.

RESIDENTIAL SITES TO ADDRESS REGIONAL HOUSING NEEDS

State law requires jurisdictions to provide for their "fair share" of regional housing needs. This fair share allocation concept seeks to ensure that each jurisdiction accepts responsibility for the housing needs of not only its resident population, but also for the jurisdiction's projected share of regional housing growth across all income categories. As part of the Regional Housing Needs Assessment (RHNA) process, the CA Department of Housing and Community Development (HCD) has determined the projected housing need for the southern California region for the 6th planning cycle, and the Southern California Association of Governments (SCAG) has allocated this housing need to each jurisdiction by income category. The RHNA represents the minimum number of housing units for which each jurisdiction is required to provide "adequate sites" for through zoning. For Cypress, the RHNA has been established at 3,936 new units, to be distributed among the four income categories as shown in Table HOU-3.

Table HOU- 3: Cypress RHNA (2021-2029)

Income Level	Percent of AMI[1]	Units	Percent of Total RHNA
Very Low[2]	0-50%	1,150	29%
Low	51-80%	657	17%
Moderate	81-120%	623	16%
Above Moderate	120%+	1,506	38%
TOTAL		3,936	100%

Source: SCAG, 6th Cycle Final RHNA Allocation Plan, March 2021.
Notes:
1. AMI – Area Median Income
2. An estimated half of Cypress' very low income housing needs (575 units) are for extremely low income households earning less than 30% AMI, pursuant to AB 2634.

Pursuant to State law, jurisdictions are required to present a detailed sites inventory identifying specific parcels available to accommodate their specific RHNA allocation. The City considered many factors when identifying potential vacant and underutilized sites for inclusion in the sites inventory, including the location and size of the parcel, age of existing structures, current use, improvement ratio, whether the property was vacant, for lease or for sale, and whether the property owner had indicated an interest in redeveloping.

In reviewing potential opportunity sites throughout the City and soliciting feedback from the public and City officials, the City determined that amending the Cypress Town Center and Commons Specific Plan 2.0 (CTCC) to allow higher densities in some districts has the greatest potential to result in meaningful housing production toward the City's RHNA during the 2021-2029 planning period. However, pursuant to the Cypress Municipal Code, any changes to the CTCC require voter approval. Therefore, to ensure that the City has a means to accommodate the RHNA in the event that an election to change the CTCC is not approved, the City has developed a second alternative which does not incorporate changes to the CTCC. A description of both alternatives is provided below. Additional details on the sites inventory and related analysis is provided in Section 5, Housing Resources of the Technical Report and individual parcel information is provided in Appendix A, Sites Inventory of the Technical Report.

ALTERNATIVE 1: LINCOLN AVE. SPECIFIC PLAN AND CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0

The primary alternative divides the RHNA between the Lincoln Avenue Specific Plan area and the yet-to-be redeveloped Cypress Town Center and Commons Specific Plan 2.0 (CTCC) area. Located on the Los Alamitos Race Course site, the CTCC currently allows the development of residential units throughout seven districts which range in density from 8 du/ac to approximately 17 du/ac. As currently approved, the CTCC utilizes maximum

density requirements in various districts as well as a maximum unit cap of 1,250 units in the specific plan area.[1] Under Alternative 1, approximately 7.6 acres within the Single Family Detached District would be rezoned to create a new High Density Residential District, allowing a density of 45 du/ac to accommodate an estimated 273 units. Additionally, the allowable density within the Town Center District would be increased to 50 du/ac to accommodate an estimated 280 new units. Due to the allowable density, these areas would be suitable for the development of housing affordable to lower income households. The allowable densities within the remaining Districts of the CTCC would remain unchanged, except that the unit cap would be removed to allow development within these Districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC area. With these proposed changes, an estimated 1,926 units could be accommodated within the CTCC area.

Alternative 1 also includes one opportunity site on Katella Avenue adjacent to the CTCC area (Site #115, 4955 Katella), which is proposed to be upzoned to 60 du/ac to accommodate an estimated 321 units. The primary building on the site is a big box type structure which accommodates two tenants. One half of the building is occupied by a gym and the other half of the building is currently vacant (formerly an Office Depot). Due to its location near the CTCC area and other recently entitled residential development, this site has high potential for redevelopment.

Under Alternative 1, the remaining RHNA sites would be accommodated within the Lincoln Avenue Specific Plan. The Lincoln Avenue Specific Plan currently allows for residential development at 30 du/ac within the RM-30 and Residential Mixed Use districts. Alternative 1 proposes to expand the maximum allowable density of 30 du/ac to the majority of the Specific Plan area. With these amendments, the Lincoln Avenue Specific Plan can accommodate approximately 1,643 units (1,226 lower income units and 417 moderate/above moderate income units).

Table HOU- 4: Alternative 1 Sites Summary

Affordability Level and Zoning	Density (du/ac)	Site Count	Area (acres)	Average Parcel Size (acres)	Unit Capacity
Lower Income					
LASP[1]	30	41	55.3	1.4	1,226
CTCC[2]	45-50	2	14.6	N/A	553
PBP[3]	60	1	7.2	7.2	321
Lower Income Subtotal		**44**	**77.1**	**-**	**2,100**
Moderate/Above Moderate Income					
LASP[1]	30	72	19.8	0.3	417
CTCC[2]	8-15	6	109.9	N/A	1,238
Moderate/Above Moderate Income Subtotal		**78**	**129.7**	**-**	**1,655**
Total		**122**	**206.8**	**-**	**3,755**

Notes:
1. LASP = Lincoln Avenue Specific Plan
2. CTCC = Cypress Town Center and Commons Specific Plan 2.0
3. PBP = Planned Business Park

Table HOU- 4 provides a summary of Alternative 1 and Figure HOU- 1 includes a map indicating opportunity sites and proposed densities. Changes to the Lincoln Avenue Specific Plan as well as opportunity site #115 would be implemented through the City's typical public hearing process. However, as noted above, the City would be required to hold an election to implement changes to the CTCC. This process would involve the City Council taking a vote in Fall 2022 to place the proposed amendments on the ballot, conducting an impartial voter education plan

1 While the unit cap within the CTCC is 1,250 units, the City has approved the 135-unit Cypress Town Center project which has been included as an entitled project. Therefore, there are 1,115 remaining units that may be permitted within the CTCC as currently adopted.

in Winter 2022 through Spring 2023, and holding an election in Spring 2023. Therefore, the following Alternative 2 is presented as a potential back-up option to Alternative 1 should voter approval of the CTCC amendments fail.

ALTERNATIVE 2: LINCOLN AVENUE SPECIFIC PLAN MIXED DENSITY

Under Alternative 2, the CTCC would remain unchanged and would be able to accommodate a total of 1,115 units affordable to moderate and above moderate income households.

Rather than applying a density of 30 du/ac to the majority of the Lincoln Avenue Specific Plan area, Alternative 2 proposes to vary densities with the Specific Plan area between 30 du/ac and 60 du/ac. The highest density areas would be located on the east end of the Lincoln Avenue corridor, closest to Cypress College. With these changes, the Lincoln Avenue Specific Plan could accommodate the development of approximately 2,378 new units (1,838 lower income units and 540 moderate/above moderate income units).

Opportunity site #115 located on Katella Ave. in the PBP zone would also be included in Alternative 2 as described under Alternative 1. Alternative 2 also includes an opportunity site located on the southeast corner of Orange Ave. and Grindlay St. (Opportunity site #139, RM-20 zone). This 2.06-acre site currently includes an older office building and would be rezoned to RM-20 to accommodate 30 moderate/above moderate income units. Table HOU- 5 provides a summary of Alternative 2 and the map shown in Figure HOU- 2 illustrates the location and densities of the opportunity sites.

If the City proceeds with Alternative 2, amendments to the Lincoln Avenue Specific Plan and the City's Zoning Ordinance would be undertaken through the normal public hearing process.

Table HOU- 5: Alternative 2 Sites Summary

Affordability Level and Zoning	Density	Site Count	Area (acres)	Average Parcel Size (acres)	Unit Capacity
Lower Income					
LASP	30	14	24.5	1.8	546
LASP	50	18	21.6	1.2	802
LASP	60	12	10.8	0.9	490
PBP	60	1	7.2	7.2	321
Lower Income Subtotal		**45**	**64.0**	**1.5**	**2,159**
Moderate/Above Moderate Income					
LASP	30	38	9.1	0.2	190
LASP	50	24	6.5	0.3	234
LASP	60	7	2.7	0.4	117
RM-20	20	1	2.1	2.1	30
CTCC	8-17.2	7	124.5	N/A	1,115
Moderate/Above Moderate Income Subtotal		**77**	**144.8**	**-**	**1,686**
Total		**122**	**208.8**	**-**	**3,845**

Notes:
1. LASP = Lincoln Avenue Specific Plan
2. CTCC = Cypress Town Center and Commons Specific Plan 2.0
3. PBP = Planned Business Park

ADEQUACY OF SITES OF ACCOMMODATE RHNA

As shown in Table HOU- 6, when credits for pipeline projects (projects entitled and under review) and potential ADU development are taken into account, both Alternative 1 and Alternative 2 provide an adequate number of sites to accommodate the City's RHNA.

Table HOU- 6: Adequacy of Sites to Accommodate RHNA

Income Level	RHNA	Credits	Remaining RHNA	Alternative 1		Alternative 2	
				Sites Inventory Capacity	Surplus	Sites Inventory Capacity	Surplus
Very Low	1,150	5	1,145	2,100	306	2,159	365
Low	657	8	649				
Moderate	623	56	567	1,655	17	1,686	48
Above Moderate	1,506	435	1,071				
Total	3,936	504	3,432	3,755	323	3,845	413

AVAILABILITY OF PUBLIC SERVICES AND FACILITIES

The City's 2001 General Plan indicates that adequate total infrastructure capacity is available to accommodate the City's regional housing needs. As an urbanized community, Cypress already has in place the necessary infrastructure to support future development. All land currently designated for residential and mixed-use development is served by water and sewer lines, streets, storm drains, and telephone, and electric and gas lines. As documented in the Housing Element Technical Report, none of the sites identified for residential development is affected by environmental constraints that would impact development.

Figure HOU- 1: Alternative 1 Opportunity Sites

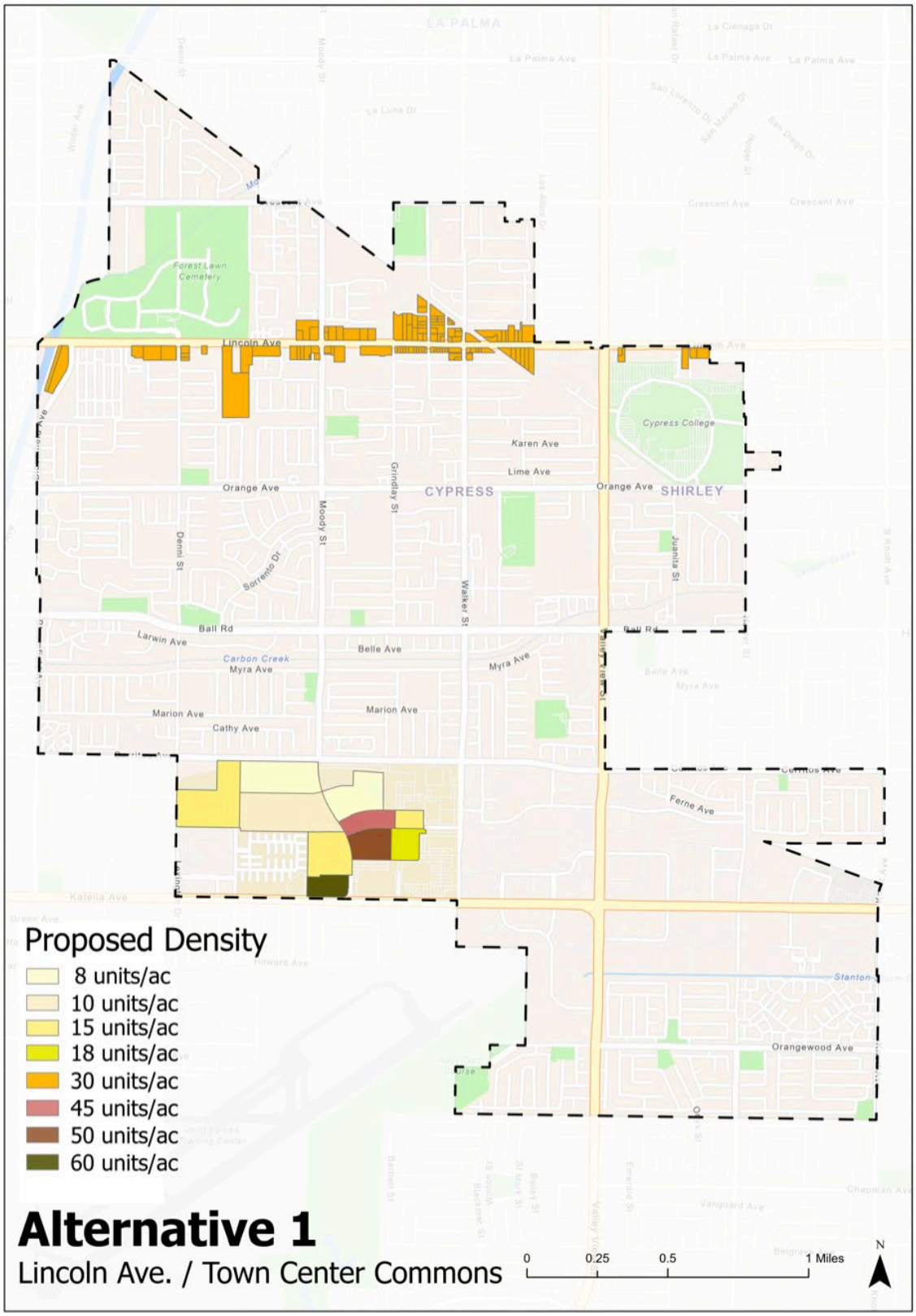
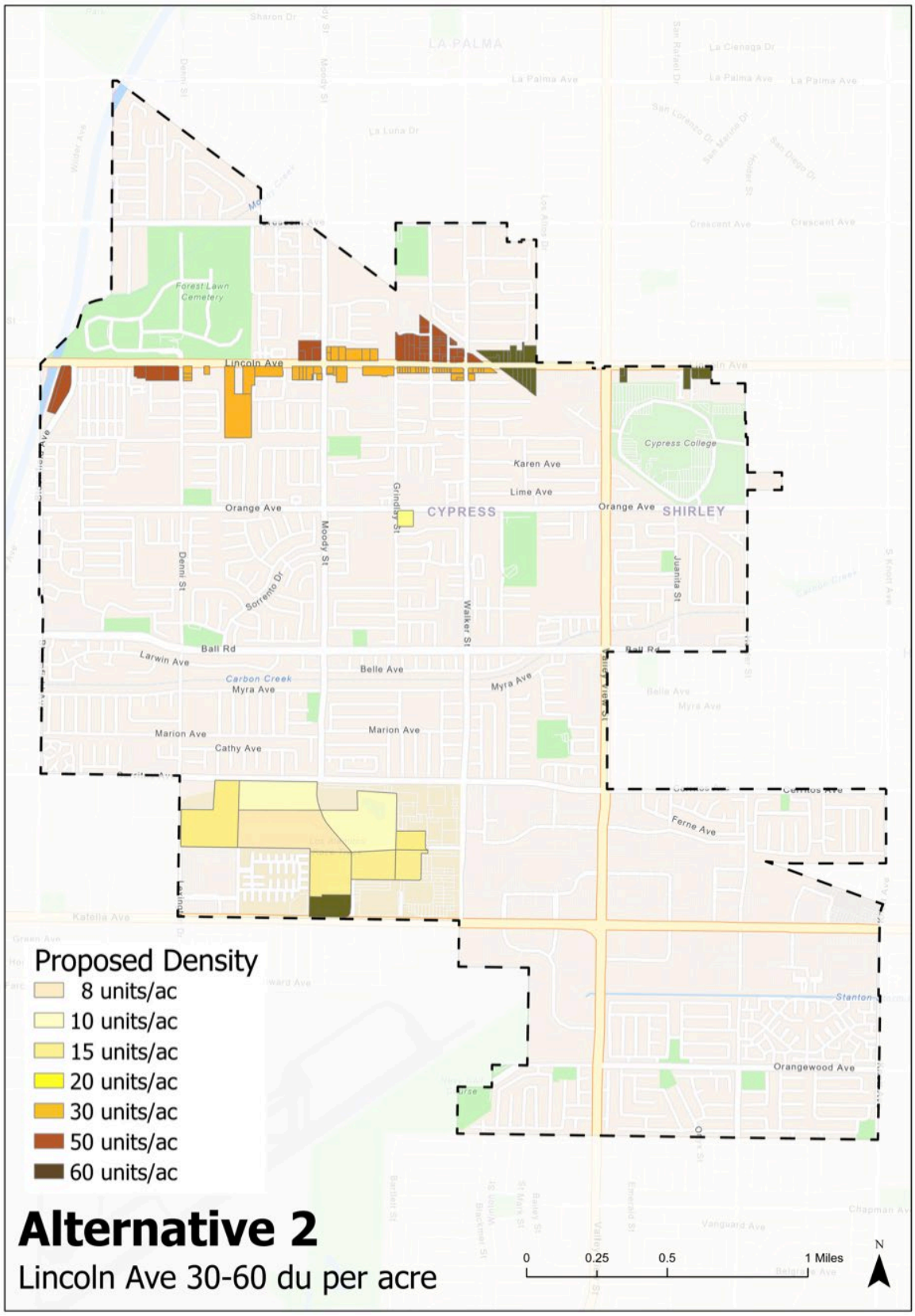


Figure HOU- 2: Alternative 2 Opportunity Sites



DESCRIPTION OF HOUSING PLAN

This section first evaluates the accomplishments of the 2014-2021 Housing Element and then presents the City's housing program strategy for the 2021-2029 planning period.

EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED HOUSING ELEMENT

The City's 2014-2021 Housing Element was adopted on October 14, 2013. It set forth housing programs with related objectives for the following issue areas:

- Conserving the existing supply of affordable housing;
- Assisting in the provision of housing;
- Providing adequate sites to achieve a variety and diversity of housing;
- Removing governmental constraints as necessary; and
- Promoting equal housing opportunity.

This section reviews the appropriateness of these programs, the effectiveness of the Element, and the progress in implementation since 2014.

Table HOU- 7: Review of Past Accomplishments Under 2014-2021 Housing Element

Housing Program/Policy	Accomplishments
CONSERVING THE EXISTING SUPPLY OF AFFORDABLE HOUSING	
1. Home Enhancement Loan Program (HELP II) Goal: Assist low- and moderate-income homeowners with the improvement of their homes. Objectives/Time Frame: • Provide rehabilitation assistance to 35 to 40 households. (Ongoing) • Apply to County on an annual basis for CDBG funds to supplement program funding. (Ongoing) • Explore entitlement city status for CDBG funds. (Ongoing)	Progress: During the planning period, 37 homeowners were assisted through the HELP II program. The City continues to apply to the County annually for CDBG funds to operate the program. The City is still under the population threshold of 50,000 residents to qualify as a CDBG entitlement jurisdiction. Effectiveness/Appropriateness: The City was able to accomplish its objective of assisting 35-40 households during the planning period and there is continuous demand for the program. As the City's housing stock ages, this program remains appropriate to continue to provide assistance to low and moderate income homeowners with units in need of rehabilitation and is included in the 2021-2029 Housing Element.
2. Code Enforcement Program Goal: Bring substandard units into compliance with City codes. Objectives/Time Frame: • Continue to implement the Code Enforcement Program. (Ongoing) • Encourage the use of HELP II funds for rehabilitation. (Ongoing)	Progress: The City has maintained a proactive Code Enforcement Program to assure residential conformity to maintenance and building standards. Funding assistance is offered to homeowners through the HELP II program. Effectiveness/Appropriateness: The City's program has brought cited residential units into compliance with City codes. As the housing stock continues to age, proactive code enforcement will be both appropriate and necessary to maintain the City's residential standards and is included in the 2021-2029 Housing Element.
3. Neighborhood Improvement Program Goal: Provide assistance for neighborhood improvement and clean-up projects. Objectives/Time Frame: • Continue to sponsor neighborhood clean-up events. (Ongoing) • Provide information on rehabilitation assistance. (Ongoing)	Progress: Implementation of the City-assigned tasks within the Lemon-Lime Neighborhood Improvement Plan have been completed. The City annually hosted spring and fall community clean-up days for Cypress residents throughout the planning period. Effectiveness/Appropriateness: Since City-assigned Improvement Plan tasks are complete and this area no longer has a disproportionate number of code enforcement issues, this program has not been included in the 2021-2029 Housing Element.
4. Orange County Partnership Program Goal: Promote resident awareness and application for County-run housing assistance programs (i.e. Section 8 and MCC program). Objectives/Time Frame: Increase resident awareness about housing programs offered by the County by advertising them on the City's website (ongoing) and by offering staff assistance at City Hall by 2014.	Progress: Information about County-run housing assistance programs continues to be disseminated by City staff as appropriate. Effectiveness/Appropriateness: The Section 8 program, administered by the County of Orange, provides opportunities for very low-income households to rent units at affordable rates. This program continues to be appropriate and is included in the 2021-2029 Housing Element.

Housing Program/Policy	Accomplishments
5. Mobile Home Park Preservation Program Goal: Preserve the two mobile home parks in Cypress. Objectives/Time Frame: • Maintain mobile home park zoning and General Plan designations. (Ongoing) • Provide tenants information on MPROP resources as appropriate. (Ongoing)	Progress: The City maintains Mobile Home Park Zoning and General Plan designations to preserve the two parks within the City. Additionally, mobile home replacement units & infrastructure improvements are processed as non-discretionary permits. Effectiveness/Appropriateness: As mobile home and manufactured housing is a viable source of affordable housing for families and senior residents, the City will continue to monitor the two mobile home parks. This program continues to be appropriate and is included in the 2021-2029 Housing Element.
6. Rent Deposit Program Goal: Help income-qualified renters residing in motels to cover the initial up-front costs of securing an apartment. Objectives/Time Frame: Research similar emergency rental assistance programs. Evaluate partnerships with non-profits and funding options. (Ongoing)	Progress: This program has not been implemented because efforts to secure program funding have been unsuccessful. Effectiveness/Appropriateness: Due to lack of funding sources, this program has been removed from the 2021-2029 Housing Programs.
7. Alternative Housing Models Goal: Encourage the provision of more innovative housing types that may be suitable for the community, including community care facilities, supportive housing, and assisted living for seniors and the disabled, including developmentally disabled persons. Objectives/Time Frame: Continue to provide appropriate standards to encourage development of housing to meet the needs of the City's growing senior population. Address standards and alternative housing models with developers. (Ongoing)	Progress: In an effort to promote alternative housing models, the City amended the zoning ordinance to allow the development of assorted senior and assisted living facilities by right. The City approved a 244-unit senior housing development and an adjacent 152-bed capacity assisted living facility during the planning period. The senior housing project is complete and the 152-unit development is currently under construction. Effectiveness/Appropriateness: This program continues to be appropriate and is included in the 2021-2029 Housing Element.
ASSISTING IN THE PROVISION OF HOUSING	
8. Affordable Housing Development Assistance Goal: Facilitate affordable housing development by for-profit and non-profit housing developers/ corporations. Objectives/Time Frame: Continue to provide regulatory incentives to private developers. Use assistance to encourage affordable housing for larger households, lot consolidation, and mixed use. (Ongoing)	Progress: The City actively pursues securing long term affordability covenants on projects in exchange for increased density. During the planning period, the City approved 5 long term affordability covenants in exchange for density bonuses as well as long term affordability contracts for 15 Habitat for Humanity housing units. Effectiveness/Appropriateness: The City has effectively utilized land and financial assets to assist developers to produce affordable units for very low-, low-, and moderate-income units. This program continues to be appropriate and is included in the 2021-2029 Housing Element.

Housing Program/Policy	Accomplishments
9. Second Unit Ordinance Goal: Allow and promote second unit development which can serve as a valuable housing source for seniors, students, and single persons. Objectives/Time Frame: Develop and provide informational materials about the second unit ordinance at City Hall, on the City's website, and in other public places to increase awareness. (Ongoing)	Progress: Cypress currently allows accessory dwelling units (ADUs) by right in appropriate residential zones pursuant to State law. In 2018 and 2019, the City's Planning Division issued ministerial approvals for a total of 13 ADUs. Effectiveness/Appropriateness: ADUs are an effective way of integrating additional affordable housing into single family neighborhoods. This program continues to be appropriate and is modified in the 2021-2029 Housing Element to include an update to the City's Zoning Code to comply with current State law pertaining to ADUs.
10. Sustainability and Green Building Goal: Review ordinances and recommend changes where necessary to encourage energy-efficient housing design and practices that are consistent with State regulations. Encourage energy conservation devices for all new and existing residential projects. Objectives/Time Frame: Maintain and distribute literature on energy conservation, including solar power, additional insulation, and subsidies available from utility companies, the Federal, State, and local government. Encourage homeowners and landlords to incorporate these features into construction and remodeling projects. (Ongoing)	Progress: The building code incorporates extensive energy efficiency provisions. Energy efficiency upgrades are also qualifying projects under the City's HELP II rehabilitation program for low- and moderate- income homeowners. Effectiveness/Appropriateness: Energy efficiency upgrades are an effective way reduce energy use and to buffer against increasing energy costs. This program continues to be appropriate and is included in the 2021-2029 Housing Element.
PROVIDING ADEQUATE RESIDENTIAL SITES	
11. Residential and Mixed-Use Sites Inventory Goal: Ensure the provision of adequate and appropriate sites for future housing development. Objectives/Time Frame: Maintain a current inventory of residential and mixed-use sites, and provide the information to developers along with information on incentives. (Ongoing)	Progress: The City amended the General Plan, Lincoln Avenue Specific Plan, and zoning ordinance in 2009 to increase the maximum density on key properties to allow for an increase in residential development to meet the City's housing goals. A map of these sites is included in the Amended Specific Plan. Effectiveness/Appropriateness: The site inventory is an effective way to help direct interested developers to potential sites for housing. The City will update the inventory for the 2021-2029 planning cycle and continue to implement this program.

Housing Program/Policy	Accomplishments
12. Lot Consolidation Program Goal: Establish a lot consolidation program which offers incentives such as a reduction in development standards to merge adjacent lots. Objectives/Time Frame: Encourage lot consolidation of smaller parcels to accommodate affordable housing projects, including a minimum of 16 units at a density of at least 30 dwelling units per acre or higher. Offer concessions for low- and very low-income qualifying projects. (Ongoing)	Progress: The City has adopted guidelines in the Lincoln Avenue Specific Plan and the Density Incentive Overlay Zone to encourage lot consolidation to facilitate pursuit of cohesive residential development opportunities in the area Effectiveness/Appropriateness: Lot consolidation is an effective way to encourage more cohesive, high quality residential development. This program continues to be appropriate and is included in the 2021-2029 Housing Element.
REMOVING GOVERNMENTAL CONSTRAINTS	
13. Remove Development Constraints Goal: Review City development standards for the residential zones to identify standards that may constrain the development of affordable and market rate housing. Objectives/Time Frame: Periodically review development standards to ensure that the development of lower-income housing can occur. (Ongoing)	Progress: The Lincoln Avenue Specific Plan and City zoning ordinance have been revised to simplify and encourage the approval and development of affordable housing projects by permitting them by right. Effectiveness/Appropriateness: Periodic review of development standards is an effective way to ensure that affordable housing development can occur. This program continues to be appropriate and will be modified in the 2021-2029 Housing Element to address newly identified constraints.
14. Affordable Housing Density Bonus Goal: Facilitate the development of mixed-income housing projects by offering density and other incentives. Objectives/Time Frame: Continue to advertise and administer the City's updated density bonus provisions throughout the planning period. (Ongoing)	Progress: During the planning period, four residential projects have received a density bonus in exchange for providing a total of 10 affordable housing units. Effectiveness/Appropriateness: This program is effective in incentivizing the creation of affordable housing through allowing increased density. program continues to be appropriate and is included in the 2021-2029 Housing Element.
15. Efficient Project Processing Goal: Provide efficient development processing procedures. Objectives/Time Frame: Continue to offer streamline development processing for affordable housing developments. (Ongoing)	Progress: With no Planning Commission and expedited staff review, the City continues to provide streamlined entitlement and development processing for all housing projects. Further streamlining results from frequent use of the CEQA Class 32 Environmental Exemption for infill housing projects. Effectiveness/Appropriateness: This program continues to be appropriate and is included in the 2021-2029 Housing Element.

Housing Program/Policy	Accomplishments
16. Water and Sewer Service Providers Goal: Ensure that service providers are updated on long-term planning activities in the City. Objectives/Time Frame: Deliver a copy of the 2014-2021 Housing Element to all public agencies or private entities that provide water or sewer services to properties within Cypress.	Progress: A copy of the 2014-2021 Housing Element has been provided to all public agencies and entities that provide water, sewer, and other utility services for the City. Effectiveness/Appropriateness: This program continues to be appropriate and is included in the 2021-2029 Housing Element.
PROMOTING EQUAL HOUSING OPPORTUNITIES	
17. Fair Housing Program Goal: Further fair housing practices in the community. Objectives/Time Frame: Provide educational information on fair housing to the public. Refer fair housing complaints to the Orange County Fair Housing Council (OCFHC).	Progress: The City advocates and embraces fair housing practices through promotion and distribution of educational information to the public at City Hall kiosks and on the City's website. The City also maintains an active partnership with the Fair Housing Council of Orange County to assist with housing disputes and issue resolution. Effectiveness/Appropriateness: This program is modified to address the AFFH analysis and is included in the 2021-2029 Housing Element.

SUMMARY OF HOUSING ELEMENT ACCOMPLISHMENTS

Since 2014, the City of Cypress has accomplished and made significant progress towards many of its housing goals. Major accomplishments include the following:

- Providing housing rehabilitation assistance to more than 29 low- and moderate-income homeowners through the HELP II program, funded by County of Orange Community Development Block Grant funds.
- Continuing code enforcement efforts to bring substandard residential units into compliance with City Codes.
- Approval of a 244-unit senior housing development and an adjacent 152-bed capacity assisted living facility that will provide much needed senior housing for the City's elderly population.
- Approval of four long term affordability covenants in exchange for density bonuses.
- Approval of long term affordability contracts for 15 Habitat for Humanity housing units.
- Zoning Code updates to increase the allowable maximum density, encourage lot consolidation, and permit affordable housing by-right in key areas.
- Continuing relationship with the Fair Housing Council of Orange County to provide information and technical advice to residents on landlord/tenant issues.
- Continuing to host spring and fall community clean up days.

During the prior planning period, a number of housing units have been constructed in Cypress, including units affordable to lower-income households. Figure HOU- 3 and Table HOU- 8 provide detailed information about the location and type of development that has occurred since 2014. It is important to note that Figure HOU- 3 indicates the total number of units for which construction has been completed and a certificate of occupancy has been issued, while Table HOU- 8 indicates the number of units that have been issued a building permit.

	Single Family Attached	Single Family Detached	Multi-Family 2-4 units	Multi-Family 5+ Units	Mobile Homes	Second Units	Total per year
2014	19	0	5	16	0	0	39
2015	10	5	0	0	0	0	15
2016	71	47	2	19	0	0	139
2017	43	3	6	97	0	1	150
2018	96	137	0	0	0	5	238
2019	64	103	0	0	0	5	172
2020	0	1	2	0	0	2	5
Total	**303**	**296**	**15**	**132**	**0**	**12**	**758**

Figure HOU- 3: Housing Units Constructed 2014-2020

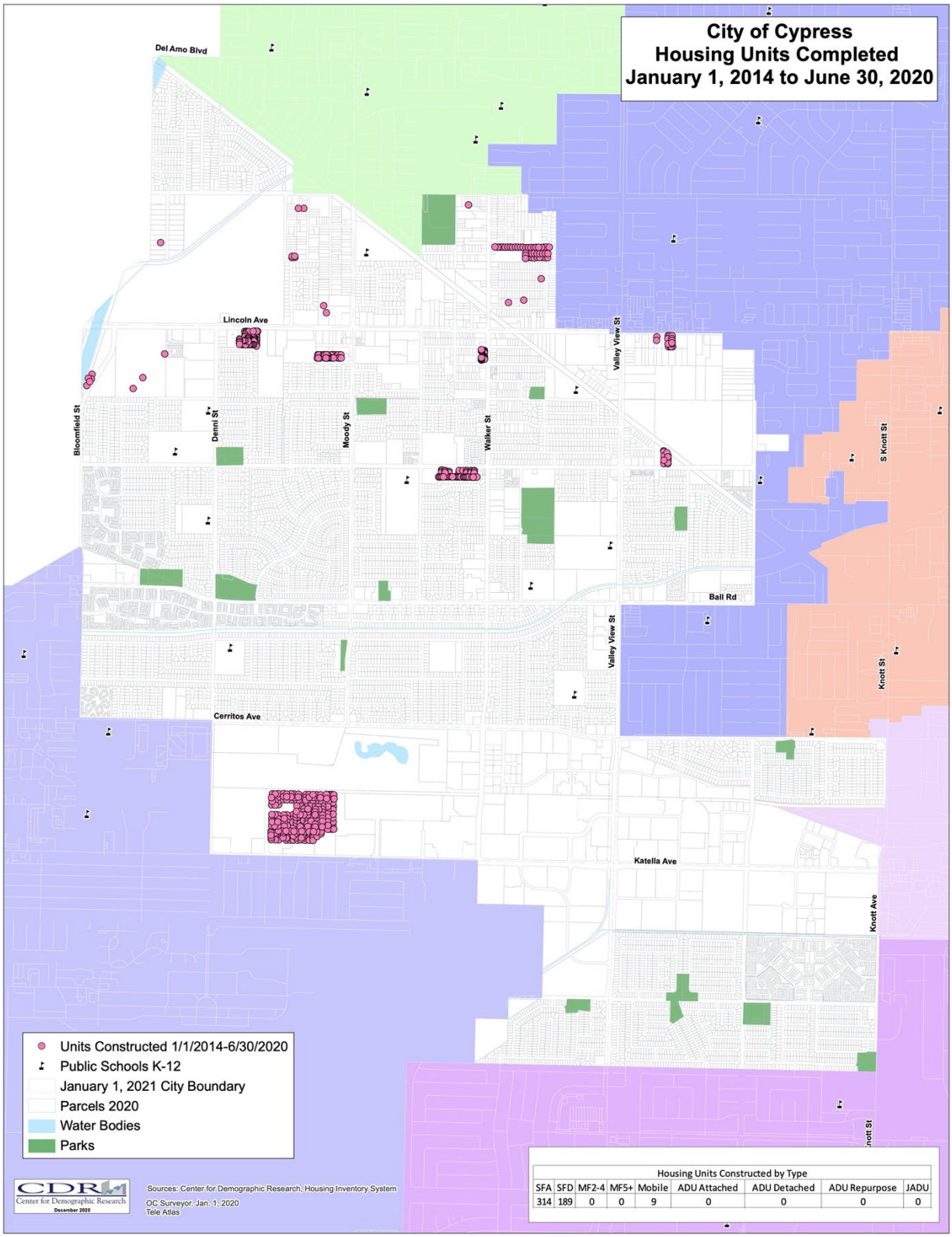


Table HOU- 8: Units permitted from January 2014 to December 2020

Year	Single Family Attached	Single Family Detached	Multi-Family 2-4 units	Multi-Family 5+ Units	Mobile Homes	Second Units	Total per year
2014	19	0	5	16	0	0	39
2015	10	5	0	0	0	0	15
2016	71	47	2	19	0	0	139
2017	43	3	6	97	0	1	150
2018	96	137	0	0	0	5	238
2019	64	103	0	0	0	5	172
2020	0	1	2	0	0	2	5
Total	**303**	**296**	**15**	**132**	**0**	**12**	**758**

Since 2014, a total of 758 new residential units have been permitted in Cypress, including 303 attached condominiums and single-family homes, 296 detached single-family homes, and 147 units in multi-family buildings. No net mobile home units were added, because all were replacements within the existing mobile home parks. A total of 12 second units/ADUs were also permitted on single-family residential lots. Table HOU- 9 compares the City's accomplishments to the RHNA.

Table HOU- 9: Regional housing growth needs compared to units permitted

Income Category	Regional Housing Needs (RHNA)	Number of New Units Constructed	Number of Units Rehabilitated[1]	Number of Units Conserved[2]
Very Low	71	9	18	151
Low	50	8	19	400
Moderate	56	17	0	0
Above Moderate	131	724	0	0
Totals	308	758	37	551

Notes:
1. Includes 37 single-family homes assisted with HELP II funds.
2. Includes Section 8 (111), mobile home units (360), and Tara Village covenants (80)

HOUSING PROGRAM STRATEGY

The goals, policies, and programs contained in this Housing Element reflect a revision to those previously adopted to incorporate what has been learned from the prior Element and to adequately address the community's identified housing needs, as identified through public input and from the housing needs assessment.

The goals and policies address identified housing needs for the City of Cypress, and are implemented through a series of housing programs offered through the City's Community Development Department. Housing programs define the specific actions the City will undertake to achieve the stated goals and policies. According to Section 65583 of the State Government Code, a jurisdiction's housing programs must address the following five major areas:

- Conserving the existing supply of affordable housing;
- Assisting in the provision of housing;
- Providing adequate sites to achieve a variety and diversity of housing;
- Removing governmental constraints as necessary; and
- Promoting equal housing opportunity.

The housing programs described on the following pages include existing programs as well as several new programs which have been added to address the City's housing needs. The program summary (Table HOU- 12) included at the end of this section specifies for each program the following: eight-year objective(s), time frame, funding source(s), and agency responsible for program implementation.

The Housing Plan is focused on programs to provide a variety of housing types, including rental and ownership units, for each of the income categories: market rate, low-, very low-, and extremely low-income (<30% AMI) households. To achieve this, the City has prioritized funds for projects that include units for extremely low- and very low-income units. City staff periodically reviews Housing Element programs and objectives and the City's progress in meeting the objectives. Additionally, the City prepares and provides to the CA Department of Housing and Community Development an annual progress report on the Housing Element which outlines the City's progress on program implementation and toward the City's RHNA.

CONSERVING THE EXISTING SUPPLY OF AFFORDABLE HOUSING

Conserving and improving the existing housing stock is an important goal for Cypress. While most of the housing stock is in good condition, over 95 percent of the City's housing stock will be over 30 years old by the end of the 2021-2029 planning cycle (the age at which most homes need significant rehabilitation). The City has a proactive approach to conserve the current housing stock with the coordination of rehabilitation, code enforcement, and neighborhood improvement plans.

1. HOME ENHANCEMENT LOAN PROGRAM (HELP II)

The Home Enhancement Loan Program (HELP II) utilizes CDBG funds to assist low- and moderate-income single-family homeowners with the provision of interior and exterior improvements of their homes. Currently, deferred loans of up to $20,000 are available for help with correcting health and safety code violations, exterior improvements (such as new roof and paint), and interior improvements, including new plumbing and floor covering. Lower income (80% MFI) homeowners may qualify for $20,000 loans which are completely forgiven after 10 years. Eligible home improvements are prioritized as follows:

1) Health, safety, and general welfare correction items
2) Improvements to promote "curb appeal" and enhance community property values

This on-going program is marketed through the City's website, the City's quarterly newsletter, brochures available at City facilities including City Hall and the Senior Center, public announcements on the City's cable channel, and on the City's on-hold info service. The City's Code Enforcement officer also refers clients to the program and it is promoted when the City conducts neighborhood clean-ups.

As part of this program, the City will again explore the potential of becoming an entitlement city in order to receive CDBG funds directly from the Federal government, rather than competing with other cities in the Orange County program. Entitlement cities are generally defined as having a population of 50,000. As of 2020, the CA Department of Finance estimates the Cypress population to be 49,272; therefore, it is likely that the City's population will reach 50,000 during the planning period.

2021-2029 Objectives

- Provide rehabilitation assistance to five households annually, with the goal of assisting 35 to 40 households over the planning period.
- Annually apply to the County for CDBG funds to fund the program.
- Monitor the City's population and apply to become an entitlement City to allow for the direct allocation of CDBG funds if the City population grows to 50,000 residents.

2. CODE ENFORCEMENT PROGRAM

The objective of the Code Enforcement Program is to bring substandard housing units into compliance with City codes. Cypress building inspectors work closely with the Code Enforcement officer to identify units in need of housing assistance. Property owners in violation of City codes are provided information on rehabilitation loans or grants, for which they may be eligible; to correct code violations.

In 2021, the City Council approved the Neighborhood Preservation Pilot Program, a proactive program which prioritizes community engagement and education and addresses targeted code violations within a targeted neighborhood. The City anticipates the program will begin in Fall 2021 and will be implemented for a two-year period. Throughout program implementation, the pilot program will be evaluated for effectiveness and potential expansion to other areas of the City.

2021-2029 Objectives

- On an ongoing basis with annual review, continue to operate the Code Enforcement Program to stem housing deterioration.

- Proactively evaluate 1,200 single-family and multi-family units for code violations with the goal of achieving voluntary compliance for 85 percent of identified violations.
- Make appropriate referrals to the HELP II program on an ongoing basis.
- Implement the Neighborhood Preservation Program in 2021-2023 and annually evaluate its effectiveness. Provide an evaluation report to City Council in 2023 and consider ongoing implementation and/or potential expansion dependent on pilot program outcomes. The program includes the following:
  - Survey to obtain feedback about resident areas of concern;
  - 2-4 community workshops/neighborhood meetings to identify neighborhood concerns, identify neighborhood leaders, and educate residents on topics such as code requirements, the code enforcement process, and available support services;
  - 2-4 neighborhood clean-up events. The target neighborhood will be canvased for code violations that can be resolved through the clean-up campaign. Equipment and roll-off bins will be provided by the City's contractor; all neighborhood residents invited to participate.
  - Proactively inspect all properties in the target neighborhood to identify code violations. Aim to achieve voluntary compliance, with citations used as a last resort.

3. ORANGE COUNTY PARTNERSHIP PROGRAM

As a means of further leveraging housing assistance, the City will cooperate with the Orange County Housing and Community Development department and Orange County Housing Authority to promote resident awareness and application for County-run housing assistance programs. These programs include:

- Mortgage Credit Certificate Program (MCC),
- Neighborhood Stabilization Program (NSP),
- Mortgage Assistance Program (MAP),
- Housing Choice Vouchers Program (HCV),
- Home Ownership Program (HOP), and
- Section 8 Rental Subsidies.

The County offers a variety of housing assistance programs that can supplement the City's efforts. As the City has little control over how the County's programs are administered, the City will be responsible for providing program information on the City's website and at City Hall.

2021-2029 Objectives

- Increase resident awareness about housing programs offered by the County by advertising them on the City's website and by offering staff assistance at City Hall. Beginning in 2023, annually include information about Orange County housing programs in the City's newsletter.

4. MOBILE HOME PARK PRESERVATION

The two mobile home parks in Cypress contain 362 mobile home units. There are 306 spaces in the Lincoln Center Mobile Home Park and 56 spaces in the Lincoln Cypress Mobile Home Park. Mobile homes provide relatively affordable housing for many seniors and lower-income families, and the City is interested in seeing these mobile home parks remain. The Cypress General Plan established a distinct mobile home park land use designation, and the Zoning Code provides for a Mobile Home Park Zone (MHP-20A). With these designations currently in place, a park owner seeking closure would have to first justify a General Plan amendment and zone change to the City Council, and comply with State regulations governing mobile home park closures.

The State Department of Housing and Community Development (HCD) offers a Mobile Home Park Resident Ownership Program (MPROP) to assist resident organizations, non-profit housing providers, and local public agencies to acquire and own mobile home parks. The program offers short- and long-term three percent interest loans for the purchase or rehabilitation of a mobile home park.

2021-2029 Objectives

- Preserve the long-term use of the existing two mobile home parks by maintaining mobile home park zoning and general plan land use designations.
- Annually include a Housing Resource Update in the City newsletter which will include information on the availability of State MPROP funding for tenants interested in purchasing the park.
- Should tenants of the park indicate interest in purchasing the park as a means of maintaining control over space rent increases, provide information on State MPROP funding and assistance in preparing the application, as appropriate.

5. PRESERVATION OF AFFORDABLE HOUSING UNITS AT RISK OF CONVERSION

There are 428 publicly assisted rental housing units affordable to lower and moderate income households located within Cypress, as of January 2022. Of these units, 220 units located within four developments are considered at-risk of converting to market rate between October 15, 2021 and October 15, 2031. These developments are listed in Section 2.3.7.1 of the Housing Element Technical Report.

2021-2029 Objectives

- Contact the property management company or property owner of the identified at-risk properties annually to evaluate their risk of conversion to market rate. If the property management company or property owner indicate that they are considering conversion of the units, then the City will undertake the following additional steps:
    - Assist the property owner in identifying/securing alternate sources of funding to preserve the affordable units;
    - Contact regional nonprofit housing organizations, such as Jamboree Housing Corporation, Mercy Housing California, and National Core, regarding the potential opportunity to acquire the affordable units. Assist with communications between the property owner and nonprofit organization to facilitate the sale of affordable units to the nonprofit organization. Assist the nonprofit organization with identifying/securing funding for the acquisition.
- As part of annual communications with property owners, ensure that property owners are aware of new State tenant notification requirements prior to conversion from low income to market rate units (3-year, 1-year, and 6-month notices required).

6. REPLACEMENT OF EXISTING PROTECTED UNITS DURING SITE REDEVELOPMENT

Government Code Section 65583.2(g)(3) establishes requirements for the replacement of protected units during the redevelopment of a site identified in the sites inventory with new residential units (pursuant to AB 1397). Protected units include: units that are subject to deed restrictions, covenants, ordinance, or law that restricts their rent and occupancy to low or very low income households; units that are subject to any other valid form of rent or price control imposed by a public entity; and, units that have been occupied by low or very low income households within the past five years. Redevelopment of properties containing protected units must include replacement units that are restricted to be affordable to the same or lower income level as the existing units being removed. Replacement requirements shall be consistent with those set forth in Government Code Section 65915(c)(3).

The City shall amend the Zoning Ordinance to include provisions consistent with Government Code Section 65583.2(g)(3) and 65915(c)(3) to ensure that protected units are required to be replaced as part of new residential development projects on sites identified in the sites inventory. Upon receipt of an application for a new residential development, City staff shall review the existing site plan and any other pertinent information to determine the presence of protected units on the site to ensure implementation of the required replacement provisions.

2021-2029 Objectives

- Within 18 months of Housing Element adoption, amend the Zoning Ordinance to require the replacement of protected units consistent with state law.
- Evaluate proposed residential development projects to ensure compliance replacement provisions.

ASSISTING IN THE PROVISION OF HOUSING

The following programs are aimed at addressing the overall need for the provision of both affordable homeownership and rental housing in Cypress as well as housing for special needs populations. New construction is a major source of housing for prospective homeowners and renters, but generally requires public sector support for the creation of units affordable to lower income households.

7. ALTERNATIVE HOUSING MODELS

The City recognizes the changing housing needs of its population, including aging seniors and disabled residents (including the developmentally disabled) in need of supportive services. To meet such needs, the City can encourage the provision of more innovative housing types that may be suitable for the community, including community care facilities, supportive housing, and assisted living for seniors and the disabled. Assisted living facilities are designed for individuals needing assistance with activities of daily living but desiring to live as independently as possible for as long as possible. Such facilities bridge the gap between independent living and nursing homes, and offer residents help with daily activities such as eating, bathing, dressing, laundry, housekeeping, and assistance with medications. Assisted living can help to meet the housing and supportive services needs of Cypress' senior and disabled populations.

2021-2029 Objectives

- Provide appropriate standards to encourage development of senior housing to meet the needs of the growing senior population. By the end of 2023, create an informational pamphlet to be available on the City's website and at the public counter providing information regarding these standards and alternative housing models.
- Actively promote outside funding opportunities and regulatory incentives such as density bonuses and the HELP II program to offset the costs of providing affordable units. Beginning in 2023, annually provide information in the City's newsletter regarding these programs.
- Continue to permit community care facilities by right in residential zones pursuant to applicable State law.
- Amend the Zoning Ordinance to establish formal reasonable accommodation procedures within 18 months of Housing Element adoption.
- Create a reasonable accommodation application and informational brochure to reflect the procedures adopted in the Zoning Ordinance within 24 months of Housing Element adoption.

8. AFFORDABLE HOUSING DEVELOPMENT ASSISTANCE

The City's Community Development Department plays an important role in facilitating development of affordable housing. City staff has worked with numerous developers over the years to provide land cost write-downs, regulatory incentives, and direct financial assistance to facilitate the development of both ownership and rental housing for very low-, low-, and moderate-income households. Historically, the focus of the former Redevelopment Agency was to expend funds to meet replacement and inclusionary obligations generated by new development in the Redevelopment Project Areas. As the Agency has been dissolved, the City has modified the program to focus on regulatory incentives, including modified or reduced development standards for projects that provide units affordable to lower-income households.

2021-2029 Objectives

- Utilize State density bonus law and the updated Density Bonus Ordinance (see Program 16) to provide regulatory incentives to private developers to increase the supply of affordable housing in Cypress.
- Provide a report for City Council consideration with a menu of fee waiver options for affordable housing developments. Formalize City Council direction with Zoning Ordinance amendments, if necessary, by the end of 2023.
- Conduct a study to analyze the feasibility of converting older motels to affordable housing by the end of 2023. Should the study result in identification of potential properties for conversion, seek funding sources and contact potential nonprofit organizations for partnership.

9. ACCESSORY DWELLING UNITS

Allowing for the development of accessory dwelling units (ADUs) offers a valuable affordable housing option to specific types of residents within the community. ADUs can benefit seniors, students, and other small households. Allowing for ADUs also provides a source of income for the property owner, which can be a particular benefit to senior homeowners with limited income. The City has not updated its provisions related to ADUs (referred to as second units in the existing City regulations) since 2006; therefore, amendments to the City's zoning ordinance are necessary to bring it into compliance with current State law. After ordinance amendments have been completed, City staff will continue to monitor State regulations to ensure that the City's regulations remain in compliance with State law and that development standards are not arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create ADUs.

Staff will continue to administer and promote the development of ADUs by providing information at City Hall and on the City's website. The City will create updated informational materials based on new state requirements for ADUs and new incentives as they are implemented. The City will also advertise the $25,000 homeowners grant available from the California Housing Finance Agency for ADU construction.

To further incentivize the production of ADUs, the City will implement a pre-approved plan program, expedited review, and fee waivers for homeowners that are willing to deed restrict the ADU based on affordability.

2021-2029 Objectives

- Update the City's Zoning Ordinance provisions relating to ADUs to be in compliance with State law by 2024.
- Continue to monitor State regulations to ensure the City's ordinance remains in compliance.
- Develop and provide informational materials about ADU development at City Hall and on the City's website by 2023. Review informational materials annually to ensure they include current requirements and incentive programs.
- Implement the following programs by 2026: pre-approved plans available at low- to no-cost, expedited review, and fee waivers in exchange for affordability deed restrictions.

10. SUSTAINABILITY AND GREEN BUILDING

Cypress is concerned about the continued availability of all resources for the development of affordable housing. One opportunity for energy conservation and cost savings, as required by Government Code Section 65583(1)(7), is encouraging "green buildings," which are structures that are designed, renovated, re-used or operated in a manner that enhances resource efficiency and sustainability. These structures reduce water consumption, improve energy efficiency, and lessen a building's overall environmental impact.

The City will review ordinances and recommend changes where necessary to encourage energy-efficient housing design and practices that are consistent with State regulations. The City will periodically distribute literature or post information on its website regarding energy conservation, including solar power, energy-efficient insulation, and subsidies available from utility companies, and encourage homeowners and landlords to incorporate these features into construction and remodeling projects. When possible, the City will encourage energy conservation devices including, but not limited to, lighting, water heater treatments and solar energy systems for all new and existing residential projects. The City will encourage maximum utilization of Federal, State, and local government programs, including the Orange County Home Weatherization Program, that are intended to help homeowners implement energy conservation measures. Additionally, as part of the HELP II program outlined above, residents can apply for loans to increase the energy efficiency of their homes.

2021-2029 Objectives

- Maintain information on energy conservation, including solar power, additional insulation, and subsidies available from utility companies on the City's website. Encourage homeowners and landlords to incorporate these features into construction and remodeling projects through interactions at the public counter.
- Provide information on Federal, State, and local government programs, such as the Orange County Home Weatherization Program and the City's HELP II program on the City's website.

- Annually provide information in the City's newsletter on water and energy conservation and related utility and government programs.

11. SERVICES FOR INDIVIDUALS AND FAMILIES EXPERIENCING HOMELESSNESS

Since the last Housing Element update, the City began participating in two programs which provide services to individuals and families experiencing homelessness within Cypress.

The City contracts with a homeless outreach and engagement service provider to provide social service resources and referrals to the City's homeless population. The City's Police Department has a dedicated Homeless Liaison Officer and six specialty-trained police officers for homeless issues. The annual cost of the program of approximately $90,000 is currently funded by a state grant which is set to expire in 2022. City staff will seek other grant opportunities to fund this program.

The City also provides funding in conjunction with other cities in the North Orange County Service Planning Area to maintain and operate two homeless shelter facilities in the County – the Buena Park Navigation Center and the Placentia Navigation Center. In total, the two shelters provide 225 beds which are available to individuals from any of the participating cities.

2021-2029 Objectives

- Annually appropriate funding for the Cypress Police Department's Homeless Liaison Officer position and offer training every two years to officers related to engagement with individuals experiencing homelessness in order to provide social service resources and referrals.
- Seek alternative grant funding to operate the homeless outreach and engagement program in 2022.
- Annually appropriate funding for the Buena Park and Placentia Navigation Centers in conjunction with other North Orange County Service Planning Area cities and refer individuals to the shelters as necessary.

PROVIDING ADEQUATE HOUSING SITES

A critical component of addressing the housing needs of all segments of the community is the provision of adequate sites to support development of all types, sizes, and prices of housing. The City's General Plan, Zoning Ordinance, and specific plans establish regulations that govern the location of housing in the City, thereby affecting the supply of land available for residential development.

12. RESIDENTIAL AND MIXED-USE SITES INVENTORY

As an established City where the majority of remaining residential development opportunities will occur through infill, an active program for site identification is essential in Cypress. The City of Cypress has been allocated a RHNA of 3,936 units (1,150 very low income, 657 low income, 623 moderate income, and 1,506 above moderate income). After projects that are entitled and ADU development projections, the City needs to plan for the development of 3,432 units (1,145 very low income, 649 low income, 567 moderate income, and 1,071 above moderate income).

The City performed a parcel level analysis of the City in order to identify potential opportunity sites for housing development as described in the Housing Resources section of the Housing Element Technical Report. As a result of this analysis, the City has identified two potential alternatives to accommodate the City's remaining shortfall and maintain adequate sites for all income groups throughout the 2021-2029 planning period. The identification of two alternatives was necessary because the preferred alternative (Alternative 1) requires voter approval to rezone a portion of the identified sites. Due to potential unknowns related to this process, a second backup alternative was also identified (Alternative 2). Both alternatives include rezoning programs and both are sufficient to accommodate the City's RHNA. As part of the rezoning program, a minimum of 60 acres will allow multi-family residential development by right (without approval of a discretionary permit), sufficient to accommodate the shortfall for lower income units. Further, all sites identified for lower income units will have a minimum allowable density of at least

20 du/ac, a maximum allowable density of 30 du/ac or greater, a minimum lot size of one half acre, and will be able to accommodate at least 16 units, pursuant to Government Code Section 65583.2. The City will complete all rezoning identified in the sites inventory within 18 months of Housing Element adoption. Tables summarizing the parcels to be rezoned under both alternatives are provided in the Housing Resources section of the Technical Report.

The City will monitor development on identified opportunity sites in the sites inventory throughout the planning period to ensure compliance with No Net Loss requirements (SB 166). To ensure ongoing residential capacity is maintained to accommodate the RHNA, the City will develop and implement a formal evaluation procedure to evaluate residential capacity on a project-by-project basis, pursuant to Government Code Section 65863. If approval of a development results in a reduction in capacity below the capacity needed to accommodate the RHNA, the City will identify and rezone additional sites to ensure "no net loss" in capacity.

As a means of facilitating the development of affordable and mixed-income housing on identified residential and mixed-use sites, the City will make the sites inventory available by providing information in discussions with potential developers and including the sites inventory and potential incentives for development on the City's website and in the City's quarterly newsletter.

2021-2029 Objectives

- Rezone identified parcels in the sites inventory within 18 months of Housing Element adoption. For Alternative 1, this process will include: the City Council adopting a resolution to put amendments to the CTCC on the ballot in Fall 2022; conducting an impartial voter education plan in Winter 2022-Spring 2023; and holding an election in Spring 2023 to approve amendments to the CTCC. Proposed amendments to the LASP will be initiated through the City's normal public hearing process and completed within 18 months of Housing Element adoption. Should the ballot measure to amend the CTCC be rejected, then the City will proceed with the City's normal public hearing process for the zoning ordinance amendments outlined in Alternative 2 in Spring 2023.
- The rezone program shall include the following provisions of Government Code Section 65583.2(h) and (i) for sites accommodating lower incomes: (1) by-right development of multi-family developments in which 20 percent or more of units are affordable to lower income households; (2) Accommodation of at least 16 units per site; (3) minimum density of 20 units per acre; (4) at least 50 percent of the lower-income need must be accommodated on sites designated for residential use only or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites: allow 100 percent residential use, and require residential use occupy 50 percent of the total floor area of a mixed-use project.
- Develop and implement an evaluation procedure pursuant to Government Code Section 65863 to ensure adequate sites are available to meet the RHNA throughout the planning period.
- Maintain an up-to-date sites inventory and provide this information to interested developers in conjunction with information on available development incentives.

13. LOT CONSOLIDATION PROGRAM

Parcels identified as part of the sites inventory range in size from less than 0.1 acres to larger than 20 acres. All of the smaller sites identified are located within the Lincoln Avenue Specific Plan area. In some cases, these sites are narrow or shallow, which could be seen as an additional constraint to the development of housing. To encourage the development of residential and mixed-use projects, the Lincoln Avenue Specific Plan includes a lot consolidation program which offers incentives such as a reduction in development standards (e.g., parking, landscaping, and open space requirements) and a density bonus to merge adjacent lots; however, this section of the Specific Plan is out of date and the provisions lack necessary elements that would increase certainty of the incentive for developers. The City will amend these provisions to provide clearer guidance and incentives to developers proposing lot consolidation.

The City may also offer to subsidize a portion of development fees to encourage lot consolidation and to promote more intense affordable residential and mixed-use development on underutilized sites within the Lincoln Avenue

Specific Plan area. The City will promote the program at City Hall and on its website, and will evaluate requests for funding on a case-by-case basis.

2021-2029 Objectives

- Amend the Lincoln Avenue Specific Plan to provide clearer provisions and incentives related to lot consolidation which will provide approval certainty for developers within 18 months of Houing Element adoption.
- Promote lot consolidation in the Lincoln Avenue Specific Plan by creating updated informational materials on lot consolidation incentives by 2024.

14. BY RIGHT APPROVAL OF PROJECTS WITH 20 PERCENT AFFORDABLE UNITS ON "REUSE" AND SHORTFALL SITES

In accordance with AB 1397 (2017), the Zoning Ordinance will be amended to allow by right (without discretionary permit approval) housing developments which voluntarily include 20 percent affordable units on sites that were identified in previous planning cycles. Opportunity Site 127 is the only "reuse" site that has been included in the sites inventory. Additionally, the rezoning program for sites that have been identified to meet the City's RHNA shortfall for lower income units will also allow by right approval for projects with 20 percent affordable units.

2021-2029 Objectives

- Update the Zoning Ordinance within 18 months of Housing Element adoption to allow by right development of projects with 20 percent affordable units on reuse sites and sites identified to meet the RHNA shortfall for lower income units.

REMOVING GOVERNMENTAL CONSTRAINTS

Under current State law, the Cypress Housing Element must address and, where legally possible, remove governmental constraints affecting the maintenance, improvement, and development of housing. The following programs are designed to mitigate government constraints on residential development and facilitate the development of a variety of housing.

15. REMOVE DEVELOPMENT CONSTRAINTS

As part of the Housing Element update, the City's Zoning Ordinance, including development standards and other regulations, were analyzed to identify potential governmental constraints to residential development. This analysis is included in the Housing Constraints section of the Technical Report. The analysis identified the following constraints, which will be addressed through Zoning Ordinance amendments and other measures:

- **Emergency Shelters:** Amend the emergency shelter standards within the Zoning Ordinance to ensure compliance with State law (SB 2 and AB 139), including the total allowable capacity must be the same or greater than the point-in-time count; distance requirements limited to no more than 300 feet from another shelter; maximum length of stay up to 180 days; and required parking based on staffing levels only.
- **Employee Housing:** Amend the Zoning Ordinance to allow for employee housing for six or fewer employees in the residential zones subject to the same standards as single family residences per the Employee Housing Act.
- **Density Bonus Ordinance:** Update the City's density bonus provisions to comply with State law (most recently AB 1763 and AB 2345).
- **Low Barrier Navigation Centers:** Amend the Zoning Ordinance to allow the development of low barrier navigation centers by right in mixed use and nonresidential zones that permit multi-family residential uses, if the center meets specified requirements (AB 101).
- **Transitional/Supportive Housing:** Amend the Zoning Ordinance to define transitional and supportive housing as residential uses subject only to the same regulations as comparable residential uses.

- **Supportive Housing:** Amend the Zoning Ordinance to ensure compliance with AB 2162, related to by right development of supportive housing and requiring no parking when supportive housing developments are within one half mile of public transit.
- **Reasonable Accommodation:** Amend the Zoning Ordinance to include specific provisions to formalize the procedure for processing reasonable accommodation requests and including approval criteria.
- **Residential Care Facilities:** Review the Zoning Ordinance to ensure the provisions related to residential care facilities are objective and facilitate the development of such facilities. Should constaints be identified, amend the Zoning Ordinance to mitigate or remove the constraints.
- **Multifamily Parking Standards:** Evaluate the Zoning Ordinance and Specific Plans to ensure consistency in requirements and amend the Zoning Ordinance to address any inconsistencies and introduce mitigating strategies to lower the development cost of parking facilities, such as tandem parking, compact parking, and shared parking in mixed-use developments.

After amendments have been completed as identified above, the City will continue to monitor its development regulations and processes, as well as State laws pertaining to residential development, to identify and remedy constraints throughout the planning period.

2021-2029 Objectives

- Complete amendments related to emergency shelters by January 2022.
- Complete all other identified zoning ordinance amendments within 18 months of Housing Element adoption.
- Periodically review development standards and City processes to identify and remedy potential constraints to residential development. Monitor state legislation to ensure ongoing compliance with new laws related to the development of housing

16. AFFORDABLE HOUSING DENSITY BONUS

The Cypress Zoning Code (Section 9, Division 3) sets forth provisions for density bonuses and other incentives in return for guarantees of affordable dwelling units in new construction. Prospective developers are provided with a list of standards for density bonus projects in the City, including tenant/owner income requirements, rent/mortgage limits, length of affordability, and requirements that affordable units be of comparable quality to market rate units in the project; these standards are enforced through a Density Bonus Agreement which serves as a contract between the City and the developer.

Cypress last updated its density bonus provisions in 2009 as a means of implementing Government Code Section 65915. As previously noted, the City's density bonus provisions are out of compliance with current state law and will need to be updated. Nonetheless, the City has been successful in implementing the density bonus program and four projects received density bonuses during the last planning period.

The City currently provides information to developers about the density bonus ordinance on the City website and at City Hall.

2021-2029 Objectives

- Amend the Zoning Ordinance to comply with state density bonus provisions within 18 months of Housing Element adoption.
- Continue to advertise and administer the City's updated density bonus provisions throughout the planning period. Create an informational brochure to reflect changes in the new Density Bonus Ordinance by 2024.

17. EFFICIENT PROJECT PROCESSING

The Cypress Community Development Department has a streamlined review process. Residential projects in Cypress generally receive concurrent processing and are governed by one decision-making body (the City Council), thereby shortening review time and minimizing related holding costs. In order to further streamline review of qualifying multi-family residential projects, the City will establish a streamlined, ministerial review process pursuant to SB 35.

Objective design standards are standards that are uniformly verifiable by reference to the City's development regulations. Objective design standards increase transparency and certainty for developers going through the review process. In compliance with SB 330, the City will review all existing design standards to ensure objectivity and ensure any new design standards are similarly objective.

Currently, multifamily residential projects with four or more units in the RM-15 and RM-20 zones require a conditional use permit. To further streamline the development of multifamily residential projects, the City will remove the CUP requirement and create a new site plan review process to facilitate the review of larger projects for compliance with objective design standards.

2021-2029 Objectives

- Continue to offer streamlined processing for affordable housing developments throughout the planning period.
- Establish and implement a streamlined, ministerial review process for multi-family projects qualifying under SB 35 within 18 months of Housing Element adoption.
- Develop objective design standards in compliance with SB 330 within 18 months of Housing Element adoption.
- Amend the Zoning Ordinance to remove the CUP requirement for multifamily projects with four or more units in the RM-15 and RM-20 zones and replace it with a streamlined site plan review process within 18 months of Housing Element adoption.

18. WATER AND SEWER SERVICE PROVIDERS

In accordance with Government Code Section 65589.7, immediately following City Council adoption, the City must deliver a copy of the 2021-2029 Housing Element to all public agencies or private entities that provide water or sewer services to properties within Cypress.

2021-2029 Objectives

- Immediately following the adoption and certification of the Housing Element, staff will deliver copies to all providers of sewer and water service within the City of Cypress.

PROMOTING EQUAL HOUSING OPPORTUNITIES

To adequately meet the housing needs of all segments of the community, the Housing Element must include program(s) that promote housing opportunities for all persons regardless of race, religion, sex, family size, marital status, ancestry, national origin, color, age, or physical disability.

19. REASONABLE ACCOMMODATIONS

As previously noted, the City's Zoning Ordinance does not include provisions for the application or approval of requests for reasonable accommodations. Therefore, an amendment to the Zoning Ordinance is necessary. Reasonable accommodation procedures provide flexibility in development standards to eliminate barriers in housing opportunities for persons with disabilities. In addition to establishing provisions within the Zoning Ordinance, City staff will ensure that information is available on how to request a reasonable accommodation with respect to zoning, permit processing, or building laws.

2021-2029 Objectives

- Amend the Zoning Ordinance to establish formal reasonable accommodation procedures within 18 months of Housing Element adoption.
- Create a reasonable accommodation application and informational brochure to reflect the procedures adopted in the Zoning Ordinance within 24 months of Housing Element adoption.
- Continue to inform and educate the public on the availability of the reasonable accommodation procedure through the dissemination of information on the City's website and at the Community Development

Department's public counter. Annually include information on reasonable accommodations in the City's newsletter.

20. AFFIRMATIVELY FURTHERING FAIR HOUSING

The City of Cypress is committed to supporting fair housing rights and addressing fair housing issues through its contract with the Orange County Fair Housing Council and other means. The City is committed to implementing Government Code Section 8899.50(b), which requires the City to administer its programs and activities related to housing and community development in a manner which affirmatively furthers fair housing and take no action that is materially inconsistent with the City's obligation to affirmatively further fair housing.

Additionally, in response to the fair housing analysis included in Appendix B of the Technical Report, the City has developed a set of actions to affirmatively further fair housing, as outlined in Table HOU- 10.

2021-2029 Objectives

- Throughout the planning period and into the future, administer all programs and activities related to housing and community development in a manner which affirmatively furthers fair housing and take no action that is materially inconsistent with the City's obligation to affirmatively further fair housing in compliance with Government Code Section 8899.50(b).
- See Table HOU- 10.

Table HOU- 10: Summary of Fair Housing Meaningful Actions

Action Area	Programs	Specific Commitment	Timeline	Geographic Targeting	2021-2029 Metrics
Housing Mobility	Source of Income Protection laws (SB 329 and SB 222) outreach to increase Housing Choice Voucher use	Include information on Source of Income Protection laws in landlord targeted section of the City's new fair housing webpage and in the City's newsletter annually. Include information on Source of Income Protection laws in ADU application materials.	2023; Review and update annually; include in newsletter annually	City-wide	Increase HCV use and resident application to other County housing programs by 10% over the course of the planning period. Continue to distribute the City newsletter to all households Citywide (approximately 16,000) annually.
	Orange County Partnership Program (Program 3)	Include information about Orange County housing programs in the City's newsletter to increase resident awareness and application.	Annually beginning in 2023	City-wide	
New Opportunities in Higher Opportunity Areas	Affirmative Marketing Plan for density bonus projects	Amend the Zoning Ordinance to require developers to submit and implement an Affirmative Marketing Plan for affordable housing projects and density bonus projects	2023	City-wide	Achieve 35% of new units developed to be located in High Resource areas.
	Opportunity Site Promotion	Publish information about key sites inventory sites on the City's website. Reach out to local housing developers regarding specific sites and facilitate communications between developers and property owners, where appropriate.	Publish information on sites inventory by 2023; Contact developers annually	LASP, CTCC	
	Inclusionary Program Feasibility Study	Conduct a feasibility study on the implementation of an inclusionary housing ordinance. Provide recommendations to City Council for next steps based on the study.	2024	City-wide	
	Support affordable housing funding applications	Provide letters of support for nonprofit developers for funding applications for affordable projects located in high resource areas	Ongoing	City-wide	
Place-based Strategies for Community Revitalization	Neighborhood Preservation Pilot Program	Implement a survey to obtain feedback from residents on areas of concern. Conduct 2-4 community workshops/neighborhood meetings to identify neighborhood concerns and leaders and educate residents on topics such as code requirements, code enforcement process, and available support services. Coordinate 2-4 neighborhood clean-up events. The target neighborhood will be canvased for code violations that can	2022-2023	Target neighborhood in eastern portion of the City	Achieve voluntary compliance for 85% of code violations

Action Area	Programs	Specific Commitment	Timeline	Geographic Targeting	2021-2029 Metrics
		be resolved through the clean-up campaign. Equipment and roll-off bins will be provided by the City's contractor; all neighborhood residents invited to participate. Proactively inspect all properties in the target neighborhood to identify code violations. Aim to achieve voluntary compliance, with citations used as a last resort. Provide an evaluation report to City Council to consider ongoing implementation and/or expansion of the program.			
	Recreational opportunities in the CTCC	During development process, promote walkability and connectivity to open space and other services by requiring sidewalks and other public improvements. Facilitate development of park facilities in the CTCC as outlined in the Specific Plan.	Ongoing, evaluated on a project basis.	CTCC	Create one additional park or recreation facility and continue to expand recreation activities in the new nine-acre park
	Prioritize capital improvements in moderate resource areas	Ensure currency in public and infrastructure improvements with development of CTCC. Prioritize projects located in moderate resource areas and areas having higher concentrations of minority or lower income residents (northeast of City) as part of the annual CIP/budget process.	Annually beginning in 2023	Moderate resource areas; areas with higher minority or lower income concentrations. Focus efforts in the moderate resource areas (CTCC and Northeast neighborhoods)	Implement projects outlined in the FY 2022-23 Capital Improvement Program (CIP), specifically projects in the Northeast neighborhood (Community Center improvements, Senior Center improvements, and Orange Avenue arterial street rehabilitation).
Displacement	Anti-displacement measures for small businesses	Provide targeted outreach to small businesses located on redeveloping properties through the Economic Development Division Aid small businesses that are displaced by assisting in the search for available areas to relocate in the City.	Ongoing; triggered when a project application is received	LASP	Retain local businesses and jobs to result in an overall net gain in jobs
	Tenant Protection Act of 2018 (AB 1482) outreach	Create landlord-targeted and tenant-targeted educational materials related to: maximum annual rent increases, just cause evictions, and financial compensation requirements to increase housing stability for vulnerable populations. Include materials on the City's dedicated fair housing website and City newsletter.	2023; Review and update annually; include in newsletter annually	City-wide	Reduce the number of complaints on unlawful rent increases and evictions
	Preservation of affordable housing units at risk of conversion	Contact the management company or property owner of identified at-risk properties to evaluate their risk of conversion. Take follow-up steps as outlined in Program 5.	Annually	Identified at-risk projects only	Preserve affordability of 220 at-risk units.

Action Area	Programs	Specific Commitment	Timeline	Geographic Targeting	2021-2029 Metrics
	(Program 5)	Ensure property owners are aware of tenant notification requirements prior to conversion to market rate (3-year, 1-year, and 6-month notices).			
	Replacement of existing protected units during site redevelopment (Program 6)	Amend the Zoning Ordinance to require replacement of protected units pursuant to AB 1397. Evaluate proposed development projects to ensure compliance.	Within 18 months of adoption Ongoing	LASP	Require replacement of 100% of protected units during redevelopment.
Outreach and Enforcement	Improve availability of local fair housing data	Contact Orange County Fair Housing Council to advocate that the City receive city-specific data	2023; Follow-up annually if necessary	City-wide	Receive annual report from FHC with city-specific data
	Expand advertisement of fair housing resources	Create an updated, dedicated webpage on the City's website with information on fair housing rights/resources	2023; Review and update annually	City-wide	Track hits on webpage to increase exposure. Based on webpage hits, continue to expand resources available on the City webpage.
		Publish information directing residents to fair housing resources in the City's quarterly newsletter	Annually, beginning in 2023	City-wide	At least one newsletter coving housing-related issues annually

QUANTIFIED OBJECTIVES AND PROGRAMS SUMMARY

The City has established quantified objectives for the number of housing units to be constructed, rehabilitated, and conserved through implementation of the City's Housing Program Strategy over the eight-year planning period, as shown in Table HOU- 11. Table HOU- 12 provides a summary of the City's Housing Programs for quick reference.

Table HOU- 11: Quantified Objectives

Income Group	New Construction	Rehabilitation	Conservation/Preservation[2]
Extremely Low	575	8[1]	
Very Low	575	9[1]	159
Low	657	18[1]	427
Moderate	623	104[3]	105
Above Moderate	1,506	218[3]	
Total	3,936	357	691

Notes:

1. HELP II Program
2. Includes Section 8 (111 very low income units), mobile home park preservation (360 low income units), and preservation of at-risk units (48 very low income units; 67 low income units; 105 moderate income units).
3. There is no funding available for rehabilitation for moderate and above moderate income households. This number is derived from the estimated number of substandard units in the City based on Code Enforcement cases (475 units, see Section 2.3.4 of the Technical Report) multiplied by the percent of households with moderate (22%) and above moderate (46%) incomes.

Table HOU- 12: Housing Element Program Implementation Summary

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
Conserving the Existing Supply of Affordable Housing				
1. Home Enhancement Loan Program (HELP II)	Assist low- and moderate-income homeowners with the improvement of their homes.	Provide rehabilitation assistance to 35 to 40 households over the planning period. Apply to County on an annual basis for CDBG funds to fund the program. Explore entitlement city status for CDBG funds.	CDBG	Community Development Department; OC Community Services
2. Code Enforcement Program	Bring substandard units into compliance with City codes.	Continue to implement the Code Enforcement Program (Ongoing with annual review). Proactively evaluation 1,200 units for code violations; aim to achieve 85% voluntary compliance. Encourage the use of HELP II funds for rehabilitation. Implement Neighborhood Preservation Pilot Program in 2021-2023. Evaluate annually and provide a report to Council in 2023 to consider ongoing implementation/ expansion.	General Fund; CBDG	Community Development Department
3. Orange County Partnership Program	Promote resident awareness and application for County-run housing assistance programs (i.e. Section 8 and MCC program).	Increase resident awareness about housing programs offered by the County by offering staff assistance at City Hall and by advertising them on the City's website. Include information in the City's newsletter (annually beginning in 2023).	General Fund; Orange County HUD funds	Community Development Department
4. Mobile Home Park Preservation Program	Preserve the two mobile home parks in Cypress.	Maintain mobile home park zoning and General Plan designations. Annually include a Housing Resource Update in the City newsletter which will include information on the availability of State MPROP funding for tenants interested in purchasing the park. Provide tenants information on MPROP resources as appropriate.	General Fund; MPROP	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
5. Preservation Of Affordable Housing Units At Risk Of Conversion	Preserve the 220 affordable units at risk of conversion to market rate between 2021 and 2031.	Contact the property management company/owner of at-risk properties annually to evaluate their risk of conversion. If the property owner indicates potential conversion of units, then the City will undertake the following additional steps: 1. Assist the property owner in identifying/securing alternate sources of funding to preserve the affordable units; 2. Contact regional nonprofit housing organizations, regarding the potential opportunity to acquire the affordable units and facilitate as necessary between property owner and nonprofit regarding acquisition. Assist the nonprofit organization with identifying/securing funding for the acquisition. Annually provide a written notice to property owners to ensure they are aware of new State tenant notification requirements.	General Fund	Community Development Department
6. Replacement Of Existing Protected Units During Site Redevelopment	Preserve affordable housing stock by requiring replacement of protected units as part of redevelopment.	Within 18 months of Housing Element adoption, amend the Zoning Ordinance to require the replacement of protected units consistent with state law. Evaluate proposed residential development projects to ensure compliance replacement provisions.	General Fund	Community Development Department
Assisting in the Provision of Housing				
7. Alternative Housing Models	Encourage the provision of more innovative housing types that may be suitable for the community, including community care facilities, supportive housing, and assisted living for seniors and the disabled, including developmentally disabled persons.	Provide appropriate standards to encourage development of housing to meet the needs of the City's growing senior population. Create an informational pamphlet, available on website and at public counter, regarding standards and alternative housing models (2023). Promote outside funding opportunities and incentives (i.e. density bonus and HELP II). Providing information on programs in the City's newsletter (annually beginning in 2023) Permit community care facilities by right in residential zones pursuant to State law (ongoing). Implement reasonable accommodation program objectives (see Program 19).	General Fund	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
8. Affordable Housing Development Assistance	Facilitate affordable housing development by for-profit and non-profit housing developers/ corporations.	Utilize State density bonus law and the updated Density Bonus Ordinance (see Program 16) to provide regulatory incentives to private developers to increase the supply of affordable housing in Cypress. Provide a report for City Council consideration with a menu of fee waiver options for affordable housing developments. Formalize City Council direction with Zoning Ordinance amendments, if necessary, by the end of 2023. Conduct a study to analyze the feasibility of converting older motels to affordable housing by the end of 2023. Should the study result in identification of potential properties for conversion, seek funding sources and contact potential nonprofit organizations for partnership.	General Fund; CDBG and other funds as available	Community Development Department
9. Accessory Dwelling Units	Allow and promote ADU development which can serve as a valuable housing source for seniors, students, and other small households.	Update Zoning Ordinance provisions for ADUs to comply with State law by 2024. Continue to monitor State regulations to ensure ongoing compliance. Develop and provide informational materials about ADU development at City Hall and on the City's website by 2023. Review materials annually to ensure they are up-to-date. Implement the following programs by 2026: pre-approved plans, expedited review, and fee waivers in exchange for affordability deed restrictions.	General Fund	Community Development Department
10. Sustainability and Green Building	Review ordinances and recommend changes where necessary to encourage energy-efficient housing design and practices that are consistent with State regulations. Encourage energy conservation devices for all new and existing residential projects.	Maintain information on the City's website about energy conservation, and subsidies/programs available from utility companies, the Federal, State, and local government (beginning in 2023; review and update annually). Encourage homeowners and landlords to incorporate these features into construction and remodeling projects. Include information in the City's newsletter on conservation and related utility and government programs (annually beginning in 2023).	General Fund; CDBG	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
11. Services for Individuals and Families Experiencing Homelessness	Provide services to individuals/families experiencing homelessness including social services and referrals to emergency housing and other resources.	Annually appropriate funding for the Cypress Police Department's Homeless Liaison Officer and offer ongoing training every two years to officers related to engagement with individuals experiencing homelessness in order to provide social service resources and referrals. Seek alternative grant funding to operate the homeless outreach program past 2022. Annually appropriate funding for the Buena Park and Placentia Navigation Centers in conjunction with other North Orange County Service Planning Area cities and refer individuals to the shelters as necessary.	State Grant / General Fund	Police Department/ Community Development Department
Providing Adequate Housing Sites				

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
12. Residential and Mixed-Use Sites Inventory	Ensure the provision of adequate and appropriate sites for future housing development.	Rezone identified parcels in the sites inventory within 18 months of Housing Element adoption. For Alternative 1, this process will include: the City Council adopting a resolution to put amendments to the CTCC on the ballot in Fall 2022; conducting an impartial voter education plan in Winter 2022-Spring 2023; and holding an election in Spring 2023 to approve amendments to the CTCC. Proposed amendments to the LASP will be initiated through the City's normal public hearing process and completed within 18 months of Housing Element adoption. Should the ballot measure to amend the CTCC be rejected, then the City will proceed with the City's normal public hearing process for the zoning ordinance amendments outlined in Alternative 2 in Spring 2023. The rezone program shall include the following provisions of Government Code Section 65583.2(h) and (i) for sites accommodating lower incomes: (1) by-right development of multi-family developments in which 20 percent or more of units are affordable to lower income households; (2) Accommodation of at least 16 units per site; (3) minimum density of 20 units per acre; (4) at least 50 percent of the lower-income need must be accommodated on sites designated for residential use only or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites: allow 100 percent residential use, and require residential use occupy 50 percent of the total floor area of a mixed-use project. Develop and implement an evaluation procedure pursuant to Gov. Code Section 65863 within 18 months of adoption to ensure adequate sites are available throughout the planning period. Maintain an up-to-date sites inventory and provide this information to interested developers in conjunction with information on available development incentives.	General Fund	Community Development Department
13. Lot Consolidation Program	Establish a lot consolidation program which offers incentives such as a reduction in development standards to merge adjacent lots.	Amend the Lincoln Avenue Specific Plan to provide clearer provisions and incentives related to lot consolidation which will provide approval certainty for developers within 18 months of Housing Element adoption. Promote lot consolidation in the Lincoln Avenue Specific Plan by creating updated informational materials on lot consolidation incentives by 2024.	General Fund	Community Development Department
14. By Right Approval of Projects with 20% Affordable Units on "Reuse" and Shortfall Sites	Further incentivize affordable housing development on "reuse" and shortfall sites.	Update the Zoning Ordinance within 18 months of adoption to allow by right development of projects with 20% affordable units on sites that were identified in previously planning cycles and sites identified to meet the RHNA shortfall for lower income units.	General Fund	Community Development Department
Removing Governmental Constraints				

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
14. Remove Development Constraints	Identify and remove development standards and other regulations that may constrain the development of affordable and market rate housing.	Complete amendments related to emergency shelters by January 2022. Complete all other identified Zoning Ordinance amendments within 18 months of adoption. Periodically review City development standards and process and State law to identify and remedy constraints to residential development.	General Fund	Community Development Department
16. Affordable Housing Density Bonus	Facilitate the development of mixed-income housing projects by offering density and other incentives.	Amend to Zoning Ordinance to comply with state density bonus law within 18 months of adoption. Continue to advertise and administer the City's updated density bonus provisions throughout the planning period. Create an informational brochure to reflect changes in the new Density Bonus Ordinance by 2024.	General Fund	Community Development Department
17. Efficient Project Processing	Provide efficient development processing procedures.	Continue to offer streamline development processing for affordable housing developments. Establish and implement a streamlined, ministerial review process for multi-family projects qualifying under SB 35 within 18 months of adoption. Develop objective design standards in compliance with SB 330 within 18 months of Housing Element adoption. Amend the Zoning Ordinance to remove the CUP requirement for multifamily projects with four or more units in the RM-15 and RM-20 zones and replace it with a streamlined site plan review process within 18 months of Housing Element adoption.	General Fund	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source	Responsible Agency
18. Water and Sewer Service Providers	Ensure that service providers are updated on long-term planning activities in the City.	Deliver a copy of the 2021-2029 Housing Element to all public agencies or private entities that provide water or sewer services to properties within Cypress.	General Fund	Community Development Department
Promoting Equal Housing Opportunities				
19. Reasonable Accommodations	Ensure that measures are in place to accommodate the unique housing needs of persons with disabilities.	Amend the Zoning Ordinance to establish formal reasonable accommodation procedures within 18 months of adoption. Create a reasonable accommodation application and informational brochure to reflect the procedures adopted in the Zoning Ordinance within 24 months of Housing Element adoption. Provide educational information on the City's website and at City Hall. Include information in the City's newsletter (annually beginning in 2023).	General Fund	Community Development Department
20. Affirmatively Furthering Fair Housing	Promote housing opportunities for all people and segments of the community.	Administer all programs and activities related to housing and community development in a manner which affirmatively furthers fair housing in compliance with Government Code Section 8899.50(b). (Ongoing) See Table HOU- 10.	General Fund	Community Development Department

GOALS AND POLICIES

The prior sections of the Housing Element establish the housing needs, opportunities and constraints in the City of Cypress, as well as the Housing Plan and programs required to meet the City's long-range housing goals. This section presents the goals and policies the City intends to implement to address a number of important housing-related issues, and will serve as a guide to City officials in daily decision-making. The following five issue areas are addressed by the goals and policies of this Element:

- Conserving and improving the condition of the existing stock of affordable housing;
- Assisting in the development of affordable housing;
- Providing adequate sites to achieve a diversity of housing;
- Removing governmental constraints, as necessary; and
- Promoting equal housing opportunity.

CONSERVING AND IMPROVING HOUSING STOCK (MAINTENANCE AND PRESERVATION OF HOUSING)

HOU-1: Increase the supply of sound housing at prices affordable by all segments of the community through the rehabilitation of substandard housing units.

HOU-1.1: Focus rehabilitation assistance in the City's rehabilitation target areas to create substantive neighborhood improvement and stimulate additional improvement efforts.

HOU-1.2: Continue to provide rehabilitation and home improvement assistance to low- and moderate-income households, seniors, and the disabled, including persons with developmental disabilities.

HOU-1.3: Preserve and improve the quality of affordable rental housing by providing rehabilitation and refinancing assistance to owners of rental properties.

HOU-1.4: Coordinate with non-profit housing providers in the acquisition and rehabilitation of older apartment complexes and motels, and maintain these as long-term affordable housing.

HOU-2: Maintain and improve the supply of sound, affordable housing in Cypress through the conservation of the currently sound housing stock and residential neighborhoods in the City.

HOU-2.1: Promote increased awareness among property owners and residents of the importance of property maintenance to long-term housing quality.

HOU-2.2: Conserve existing affordable rental housing through placement of long-term affordability controls on assisted housing and through provision of rent subsidies to buy down the cost of market rate units.

HOU-2.3: Encourage vigorous enforcement of existing building, safety, and housing codes to promote property maintenance, and bring substandard units into compliance with City codes.

HOU-2.4: Encourage retention of the two mobile home parks in Cypress to provide a relatively affordable form of housing.

DEVELOPMENT OF AFFORDABLE HOUSING (HOUSING OPPORTUNITIES)

HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.

HOU-3.1: Provide regulatory incentives to facilitate the development of affordable housing.

HOU-3.2: Provide homeownership assistance to low- and moderate-income households.

HOU-3.3: Support the provision of affordable housing to accommodate large families.

HOU-3.4: Facilitate the development of senior housing with supportive services.

HOU-3.5: Require affordable housing units, except those for the elderly, to be dispersed throughout a project, and not grouped together in a single area.

HOU-3.6: Encourage use of sustainable and green building design in new and existing housing.

HOU-3.7: Encourage the inclusion of space for childcare in new housing developments, including affordable housing developments.

PROVISION OF ADEQUATE HOUSING SITES

HOU-4: Ensure the provision of adequate and appropriate housing sites through appropriate land use, zoning, and specific plan designations to accommodate the City's share of regional housing needs.

HOU-4.1: Maintain an up-to-date inventory of potential sites available for future development, and provide the information to the development community.

HOU-4.2: Facilitate development of mixed-use projects within the Lincoln Avenue Specific Plan, including stand-alone residential development (horizontal mixed-use) and housing above ground-floor commercial uses (vertical mixed-use).

HOU-4.3: Consistent with State law, provide opportunities for additional rental housing by allowing second units within single-family districts.

HOU-4.4: Ensure compatibility of new residential development with existing development to enhance the City's residential neighborhoods.

REMOVAL OF GOVERNMENTAL CONSTRAINTS

HOU-5: Mitigate any potential governmental constraints to housing production and affordability.

HOU-5.1: Offer regulatory incentives and concessions, including density bonuses, to offset or reduce the costs of developing affordable housing.

HOU-5.2: Monitor all regulations, ordinances, departmental processing procedures, and residential fees related to rehabilitation and/or construction to assess their impact on housing costs, and revise as appropriate to ensure that they do not constrain housing development.

HOU-5.3: Maintain the City's expedited and coordinated permit processing system.

HOU-5.4: Provide priority development review processing for low- and moderate-income housing applications.

EQUAL HOUSING OPPORTUNITY (ACCESSIBILITY OF HOUSING)

HOU-6: Promote equal opportunity for all residents to reside in the housing of their choice.

HOU-6.1: Continue active support and participation with the Orange County Fair Housing Council in the provision of information regarding fair housing services and tenant/landlord mediation.

HOU-6.2: Address the special housing needs of persons with disabilities through provision of supportive housing, homeowner accessibility grants, and adoption of reasonable accommodation procedures.

HOU-6.3: Encourage the provision of adequate housing to meet the needs of families of all sizes.

HOU-6.4: Support continued efforts to implement the Orange County Continuum of Care program for the homeless and persons and families at-risk of homelessness.

CITY OF CYPRESS
2021-2029 HOUSING ELEMENT
TECHNICAL REPORT

JUNE 2022

CITY OF CYPRESS
COMMUNITY DEVELOPMENT DEPARTMENT
5275 ORANGE AVENUE
CYPRESS, CA 90630

This page intentionally left blank.

TABLE OF CONTENTS

1. Introduction 1

1.1. Data Sources 1

2. Housing Needs Assessment 3

2.1. Demographic Profile 3

2.1.1. Population Growth and Trends 3
2.1.2. Age Characteristics 4
2.1.3. Race and Ethnicity 5
2.1.4. Employment 5

2.2. Household Profile 6

2.2.1. Household Type 6
2.2.2. Household Income 7
2.2.3. Special Needs Populations 10

2.3. Housing Stock Characteristics 16

2.3.1. Housing Growth 16
2.3.2. Housing Type and Tenure 17
2.3.3. Vacancy Rate 17
2.3.4. Housing Age and Condition 18
2.3.5. Housing Costs and Affordability 19
2.3.6. Housing Affordability 20
2.3.7. Assisted Housing at Risk of Conversion 23
2.3.8. Existing Housing Needs 26

2.4. Regional Housing Needs 27

3. Housing Constraints 30

3.1. Governmental Constraints 30

3.1.1. Land Use Controls 30
3.1.2. Residential development standards 32
3.1.3. Provision for a Variety of Housing Types 38
3.1.4. Housing for Persons with disabilities 44
3.1.5. Site Improvements 47
3.1.6. Development Fees 48
3.1.7. Local Processing and Permit Procedures 50
3.1.8. Building Code 53
3.1.9. Transparency on Development Regulations 53
3.1.10. State and Federal Regulations 53

3.2. Market Constraints 54

3.2.1. Timing and density 54
3.2.2. Availability of Financing 54
3.2.3. Foreclosures 55
3.2.4. Development costs 55

3.3. Infrastructure Constraints 56

3.3.1. Water 56
3.3.2. Wasterwater 57

3.3.3. Transportation infrastructure....57

3.4. Environmental Constraints....57

3.4.1. Flooding....57
3.4.2. Seismic Hazards....58
3.4.3. Urban Fires....58
3.4.4. Aircraft Overflights....58
3.4.5. Noise....59

4. Housing Resources....61

4.1. Land Resources....61

4.1.1. Credits Towards the RHNA....61
4.1.2. Residential Sites Inventory....63
4.1.3. Availability of Infrastructure and Public Services....71
4.1.4. Risk of Displacement....71
4.1.5. Adequacy of Sites to Accommodate RHNA....74

4.2. Financial Resources....74

4.3. Administrative Resources....77

4.3.1. Orange County Housing Authority (OCHA)....78
4.3.2. Habitat for Humanity....78
4.3.3. JAMBOREE HOUSING CORPORATION (JHC)....78
4.3.4. MERCY HOUSING CALIFORNIA....78
4.3.5. National CORE....78

4.4. Opportunities for Energy Conservation....78

4.4.1. Southern California Edison Programs....79
4.4.2. Southern California Gas Company Programs....79

Appendix A – Sites Inventory.... *Error! Bookmark not defined.*

Appendix B - Affirmatively Furthering Fair Housing.... *Error! Bookmark not defined.*

Appendix C - Public Outreach.... *Error! Bookmark not defined.*

LIST OF TABLES

Table 2- 1: Regional Population Growth Trends (1990-2020) 3
Table 2- 2: Age Distribution (2010 and 2018) 4
Table 2- 3: Racial and Ethnic Composition (2010 and 2018) 5
Table 2- 4: Occupation of Residents (2018) 6
Table 2- 5: Household Characteristics (2010 and 2018) 7
Table 2- 6: HCD Income Categories 8
Table 2- 7: Household Distribution by Income Category (Cypress and Orange County) 8
Table 2- 8: Change in Median Household Income 8
Table 2- 9: Household Income Levels by Tenure (2017) 9
Table 2- 10: Poverty by Household Type 10
Table 2- 11: Special Needs Groups 10
Table 2- 12: Disability Status 12
Table 2- 13: Inventory of Homeless Services and Facilities 15
Table 2- 14: Regional Housing Growth Trends 16
Table 2- 15: Housing Units by Type (2000-2020) 17
Table 2- 16: Housing Tenure (2010 and 2018) 17
Table 2- 17: Age of Housing Stock (2018) 19
Table 2- 18: Median and Average Market Rents by Number of Bedrooms (October 2020) 19
Table 2- 19: Annual Median Home Prices (2018-2020) 20
Table 2- 20: Change in Condominium Value in Cypress (2018-2020) 20
Table 2- 21: Estimated Affordable Housing Price by Income and Household Size (2020) 22
Table 2- 22: Inventory of Subsidized Rental Housing (2021) 23
Table 2- 23: Rent Subsidies Required 24
Table 2- 24: Market Value of At-Risk Units 25
Table 2- 25: Cost Burden by Tenure 26
Table 2- 26: Cost Burden by Income Level, Tenure, and Household Type[1] 26
Table 2- 27: Overcrowding by Tenure 27
Table 2- 28: Cypress Regional Housing Needs Allocation (2021-2029) 28

Table 3- 1: Residential Land Use and Zoning 30
Table 3- 2: Residential Development Standards 32
Table 3- 3: Residential Parking Requirements 33
Table 3- 4: Density Incentive Overlay Zone Development Standards 34
Table 3- 5: Lincoln Avenue Specific Plan Development Standards 37
Table 3- 6: Cypress Town Center and Commons Specific Plan Allowable Residential Uses 37
Table 3- 7: Housing Types by Zone 39
Table 3- 8: Comparison of Planning Fees[1] 48
Table 3- 9: Residential Development Fees 49
Table 3- 10: Project Fees for Typical Residential Developments 50
Table 3- 11: Typical Permit Processing Timelines 51

Table 3- 12: Location of Development Information on Cypress City Website 53
Table 3- 13: Disposition of Home Purchase and Improvement Loan Applications (2017) 55

Table 4- 1: Cypress Regional Housing Needs Allocation (2021-2029) 61
Table 4- 2: RHNA Credits and Remaining Need 62
Table 4- 3: ADU Affordability Assumptions 62
Table 4- 4: Alternative 1 Sites Summary 63
Table 4- 5: Alternative 2 Sites Summary 65
Table 4- 6: Density and Capacity Achieved on Past Projects 68
Table 4- 7: Adequacy of Sites to Accommodate RHNA 74
Table 4- 8: Financial Resources Available for Housing Activities 74

Table A- 1: Alternative 1 Sites Inventory ..... A-**Error! Bookmark not defined.**
Table A- 2: Alternative 2 Sites Inventory ..... A-**Error! Bookmark not defined.**

Table B- 1: Racial and Ethnic Composition (2018) ..... B-**Error! Bookmark not defined.**
Table B- 2: Trends in Racial/Ethnic Composition, Cypress & Orange County (2010-2018) B-**Error! Bookmark not defined.**
Table B- 3: RHNA Unit Distribution by Percent Minority Concentration ..... B-**Error! Bookmark not defined.**
Table B- 4: RHNA Unit Distribution by Percent Population with a Disability ..... B-**Error! Bookmark not defined.**
Table B- 5: RHNA Unit Distribution by Percent Children Living in Married-Couple Households B-**Error! Bookmark not defined.**
Table B- 6: RHNA Unit Distribution by Percent Children Living in Female-Headed Households B-**Error! Bookmark not defined.**
Table B- 7: RHNA Unit Distribution by Percent LMI Households ..... B-**Error! Bookmark not defined.**
Table B- 8: Percent White Population by Census Tract ..... B-**Error! Bookmark not defined.**
Table B- 9: Domains and Indicators for Opportunity Maps ..... B-**Error! Bookmark not defined.**
Table B- 10: Minority Concentration and 2021 TCAC/HCD Resource Category ..... B-**Error! Bookmark not defined.**
Table B- 11: RHNA Unit Distribution by TCAC Opportunity Areas ..... B-**Error! Bookmark not defined.**
Table B- 12: Opportunity Map Scores and Categorization (2021) ..... B-**Error! Bookmark not defined.**
Table B- 13: RHNA Unit Distribution by CalEnviroScreen 4.0 Score ..... B-**Error! Bookmark not defined.**
Table B- 14: Housing Problems by Race/Ethnicity (Cypress and Orange County) ..... B-**Error! Bookmark not defined.**
Table B- 15: Cost Burden by Household Type (Cypress and Orange County) ..... B-**Error! Bookmark not defined.**
Table B- 16: Loan Applications and Denial by Race/Ethnicity ..... B-**Error! Bookmark not defined.**
Table B- 17: Special Needs Populations ..... B-**Error! Bookmark not defined.**

LIST OF FIGURES

Figure 2- 1: Population Change (1990-2020) 4
Figure 2- 2: Median Household Income (2018) 9
Figure 3- 1: Cypress Zoning Map 31
Figure 4- 1: Alternative 1 Opportunity Sites 66
Figure 4- 2: Alternative 2 Opportunity Sites 67
Figure 4- 3: Typical Existing Conditions of Underutilized Sites 73

Figure B- 1: Minority Concentration and Distribution of RHNA Units ..... **Error! Bookmark not defined.**
Figure B- 2: White Majority Tracts (Cypress) ..... **Error! Bookmark not defined.**
Figure B- 3: Percent of Population with a Disability (Region) ..... **Error! Bookmark not defined.**
Figure B- 4: Persons with a Disability by Type (2012 & 2018) ..... **Error! Bookmark not defined.**
Figure B- 5: Population with a Disability and Distribution of RHNA Units ..... **Error! Bookmark not defined.**
Figure B- 6: Proportion of Adult Population Living Alone and Living with a Spouse ..... **Error! Bookmark not defined.**
Figure B- 7: Children living in Married Couple Households and Distribution of RHNA Units **Error! Bookmark not defined.**
Figure B- 8: Children in Female-Headed Households and Distribution of RHNA Units . **Error! Bookmark not defined.**
Figure B- 9: Concentration of Low and Moderate Income Households in the Region .... **Error! Bookmark not defined.**
Figure B- 10: Poverty Status (2010-2014) ..... **Error! Bookmark not defined.**
Figure B- 11: Poverty Status (2015-2019) ..... **Error! Bookmark not defined.**
Figure B- 12: Low and Moderate Income Household Concentration and RHNA Unit Distribution **Error! Bookmark not defined.**
Figure B- 13: Housing Choice Voucher Concentration ..... **Error! Bookmark not defined.**
Figure B- 14: Racially and Ethnically Concentrated Areas of Poverty ..... **Error! Bookmark not defined.**
Figure B- 15: Median Income (2015-2019) ..... **Error! Bookmark not defined.**
Figure B- 16: TCAC Opportunity Areas (Region) ..... **Error! Bookmark not defined.**
Figure B- 17: TCAC Opportunity Areas and RHNA Unit Distribution ..... **Error! Bookmark not defined.**
Figure B- 18: TCAC Education Scores (Region) ..... **Error! Bookmark not defined.**
Figure B- 19: GreatSchools Ratings for Cypress Schools ..... **Error! Bookmark not defined.**
Figure B- 20: TCAC Education Scores (Cypress) ..... **Error! Bookmark not defined.**
Figure B- 21: TCAC Economic Score (Region) ..... **Error! Bookmark not defined.**
Figure B- 22: Jobs Proximity Index (Region) ..... **Error! Bookmark not defined.**
Figure B- 23: TCAC Economic Score (Cypress) ..... **Error! Bookmark not defined.**
Figure B- 24: Jobs Proximity Index (Cypress) ..... **Error! Bookmark not defined.**
Figure B- 25: TCAC Environment Score (Region) ..... **Error! Bookmark not defined.**
Figure B- 26: CalEnviroScreen 4.0 Scores and RHNA Unit Distribution ..... **Error! Bookmark not defined.**
Figure B- 27: Cypress AllTransit Performance Score ..... **Error! Bookmark not defined.**
Figure B- 28: Orange County AllTransit Performace Score ..... **Error! Bookmark not defined.**
Figure B- 29: Cost Burdened Renters (2014) ..... **Error! Bookmark not defined.**
Figure B- 30: Cost Burdened Renters (2019) ..... **Error! Bookmark not defined.**
Figure B- 31: Cost Burdened Owners (2019) ..... **Error! Bookmark not defined.**

Figure B- 32: Overcrowded Households (Region) ..... **Error! Bookmark not defined.**
Figure B- 33: Median Year Housing Built ..... **Error! Bookmark not defined.**
Figure B- 34: Sensitive Communities ..... **Error! Bookmark not defined.**

This page intentionally left blank.

1. INTRODUCTION

A successful strategy for improving housing conditions, availability, and affordability must be preceded by an assessment of the housing needs of the community and the region. This Housing Element Technical Report provides an assessment of the City's housing needs in the following four components:

- An analysis of the City's demographic, household and housing characteristics and related housing needs (Section 2);
- A review of potential market, governmental, infrastructure, and environmental constraints to meeting Cypress' identified housing needs (Section 3);
- A summary of available sites, financial resources, administrative resources, and opportunities for energy conservation (Section 4); and
- An assessment of fair housing issues, including a summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity, an analysis of segregation patterns and disparities in access to opportunities, an assessment of contributing factors, and identification of related goals and actions (Section 5).

This Technical Report is incorporated in the 2021-2029 Housing Element Update as Appendix H of the General Plan, Volume III-Technical Appendices.

1.1. DATA SOURCES

Various information sources have been consulted in the preparation of this Technical Report. The American Community Survey (ACS) is relied upon heavily in this Technical Report to provide data on City and regional demographic, economic, and housing characteristics. The ACS is released annually by the U.S. Census Bureau and is based on data extrapolated from a questionnaire which is sent out to a random cross section of the population. The 2010 Decennial Census is utilized to provide historical background and change over time in some sections. Several other data sources are used to supplement the ACS and other Census Bureau data, including:

- Population and housing estimate data for 2020 provided by the State Department of Finance;
- Data on household income and housing affordability from the Department of Housing and Urban Development Comprehensive Housing Affordability Strategy dataset (CHAS).
- Housing market information, such as home sales and rents, was obtained through internet rent surveys on Zillow.com and Craigslist and CoreLogic sales activity reports;
- SCAG's 2021-2029 Regional Housing Needs Assessment (RHNA) provides information on existing and projected housing needs, as well as projected population and employment growth;
- Information on the disposition of home purchase and improvement loans is from data collected through the Home Mortgage Disclosure Act (HMDA) by LendingPatterns;
- Information on Cypress' development standards is drawn from the City's Zoning Ordinance (Appendix I of the Municipal Code) and applicable Specific Plans for planned developments.

- Data and maps for Appendix B – Affirmatively Furthering Fair Housing is primarily from the CA Department of Housing and Community Development (HCD) AFFH Data Viewer. Data from the CA Tax Credit Allocation Committee (TCAC)/HCD Opportunity Area Maps was also utilized in this section.

This Housing Element Technical Report will provide the basis for identifying appropriate policies and programs for the 2021-2029 Housing Element and is adopted by the City as part of the Housing Element.

2. HOUSING NEEDS ASSESSMENT

This section of the Housing Element examines the characteristics of the City's population and housing stock as a means of better understanding the nature and extent of unmet housing needs. The Housing Needs Assessment is comprised of the following components: 1) Demographic Profile; 2) Household Profile; 3) Housing Stock Characteristics; 4) Regional Housing Needs.

2.1. DEMOGRAPHIC PROFILE

Demographic changes such as population growth or changes in age can affect the type and amount of housing needed in a community. This section addresses population, age, and race and ethnicity of Cypress resident.

2.1.1. POPULATION GROWTH AND TRENDS

Table 2- 1 and Figure 2- 1 present population growth trends in Cypress from 1990-2020, and compare this growth to neighboring jurisdictions and Orange County. As shown, Cypress, Orange County, and all the neighboring jurisdictions experienced the highest level of growth during the 1990s (18% in Orange County). During this time period, the growth level of Cypress was less than half of that of the County at 8 percent, due to its built-out character.

Census data from 2000 to 2010 show a significant slowdown in population growth rates for Cypress, surrounding jurisdictions, and Orange County in general during the decade. Countywide, population growth dropped to approximately 6%, while local communities experienced growth at a modest average of 1.4%. Only the City of Santa Ana experienced a decline in population. Cypress experienced a 3.4% growth in population, which is the highest rate of those surveyed.

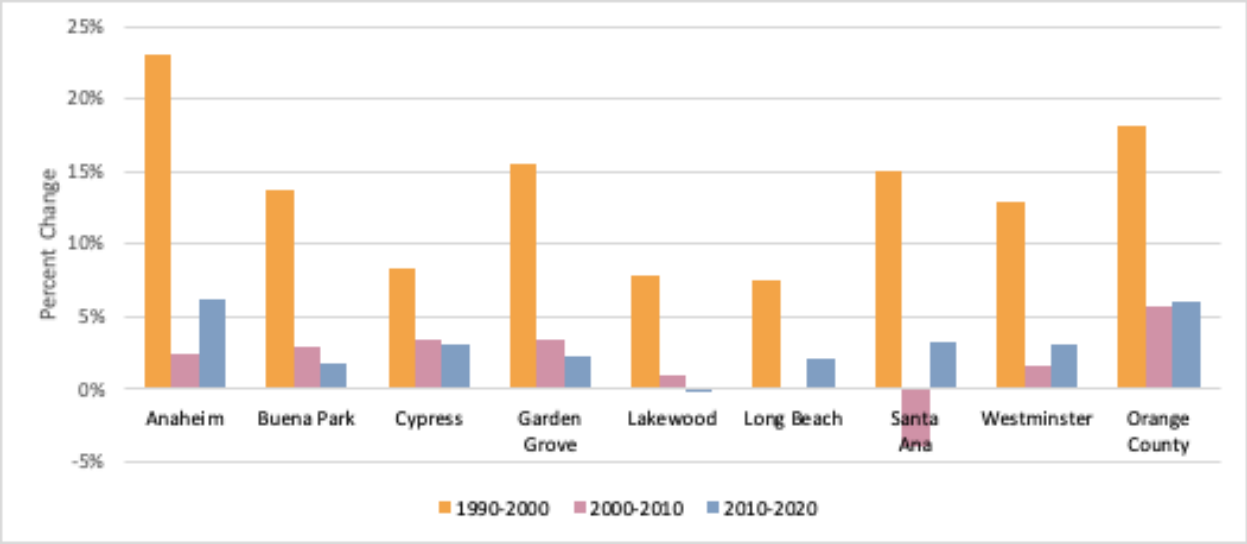
Growth rates continued to modest between 2010 and 2020 for Cypress and neighboring communities. The population of Cypress in 2020 was estimated to be 49,272, approximately 3 percent more than in 2010. The growth rate of Orange County as a whole was 6 percent, about double that of Cypress. Of the surrounding communities shown, only Anaheim had a growth rate that was on par with the County. Lakewood was the only jurisdiction that saw a decline in population from 2010-2020. SCAG projects that the population of Cypress will grow to 51,299 by 2045. This represents a growth rate of approximately 4 percent over the next 25 years.

Table 2- 1: Regional Population Growth Trends (1990-2020)

Jurisdiction	1990	2000	2010	2020	Percent Change		
					1990-2000	2000-2010	2010-2020
Anaheim	266,406	328,014	336,265	357,325	23.1%	2.5%	6.3%
Buena Park	68,784	78,282	80,530	81,998	13.8%	2.9%	1.8%
Cypress	42,665	46,229	47,802	49,272	8.4%	3.4%	3.1%
Garden Grove	143,050	165,196	170,883	174,801	15.5%	3.4%	2.3%
Lakewood	73,557	79,345	80,048	79,919	7.9%	0.9%	-0.2%
Long Beach	429,433	461,522	462,257	472,217	7.5%	0.2%	2.2%
Santa Ana	293,742	337,977	324,528	335,052	15.1%	-4.0%	3.2%
Westminster	78,118	88,207	89,701	92,421	12.9%	1.7%	3.0%
Orange County	2,410,556	2,846,289	3,010,232	3,194,332	18.1%	5.8%	6.1%

Sources:
1. U.S. Census Bureau, 1990, 2000, and 2010 Census
2. CA Dept. of Finance E-5 Population and Housing Unit Estimates, 2020.

Figure 2- 1: Population Change (1990-2020)



Sources:
1. U.S. Census Bureau, 1990, 2000, and 2010 Census
2. CA Dept. of Finance E-5 Population and Housing Unit Estimates, 2020.

2.1.2. AGE CHARACTERISTICS

Table 2- 2 displays the age distribution and median age of the City's population in 2010 and 2018, and compares this with Orange County as a whole. As displayed in the table, adults aged 45 to 65 were the largest population group in the City in 2010 (29 percent) and 2018 (30 percent). The proportion of the population within the younger age groups (under 5, 5-17 years, and 18-24 years) decreased since 2010, while there was an increase in the older adult population. The proportion of seniors (ages 65 and older) has increased from 13 percent to 15 percent. This is consistent with the City's median age, which has also increased from 36.7 in 2010 to 41.7 in 2018. Factors contributing to this gradual shift in the City's age structure include: an aging in place of young adults into middle age, a corresponding aging of the middle age population into senior citizens, and the limited number of new young adults and families moving into the community, due in part to high housing costs, low vacancy rates, and the built-out nature of the City.

Table 2- 2: Age Distribution (2010 and 2018)

Age Group	2010		2018		
	Cypress		Cypress		Orange County
	Population	Percent	Population	Percent	Percent
Under 5 years	2,369	5.0%	2,229	4.6%	6.0%
5-17 years	8,974	18.8%	8,654	17.7%	17.0%
18-24 years	4,700	9.8%	4,292	8.8%	9.5%
25-44 years	11,685	24.4%	11,628	23.8%	27.4%
45-64 years	13,913	29.1%	14,878	30.4%	26.6%
65+ years	6,161	12.9%	7,274	14.9%	13.9%
Total	47,802	100.0%	48,955	100.0%	100.0%
Median Age	36.7		41.7		37.8

Source: U.S. Census Bureau, 2010 Census, American Community Survey (ACS), 2014-2018 (5-year estimates).

Overall, the age distribution for Cypress is similar to that of Orange County as a whole. The proportion of children (ages 17 and under) is approximately 22 percent in Cypress, compared to 23 percent in Orange County. However, Cypress does differ from Orange County in that is has a lower proportion of adults ages 25 to 44 at 24 percent compared to the County at 27 percent. The City's adult population ages 45 to 65 and its senior population are both higher proportionately than that of the County. The City's median age is also higher than the County's median age.

2.1.3. RACE AND ETHNICITY

Historically, White residents have been the majority racial group within the City of Cypress. Table 2- 3 displays the racial and ethnic composition of Cypress' population in 2010 and 2018, and compares this with the countywide distribution. While changes since 2010 have generally been slight, the City of Cypress is trending toward a more diverse population. In 2018, White residents made up 53 percent of the City's population, representing a slight decrease since 2010. The proportion of White residents in Cypress is notably lower than that of the County as a whole (61 percent countywide). While only representing 4 percent of the total population in 2018, the number of Black or African American residents has increased by 30 percent since 2010. The Asian/Pacific Islander population has also increased, from 32 percent of the total population in 2010 to 35 percent of the total population in 2018, representing an 11 percent increase. The City's Asian and Pacific Islander population is significantly higher than the County (35 percent compared to 20 percent). Vietnamese is the predominant Asian ethnicity represented in Cypress, making up almost 7 percent of the City's total population. There are also significant populations of Chinese, Korean, and Filipino residents within the City.

Table 2- 3: Racial and Ethnic Composition (2010 and 2018)

Racial/Ethnic Group	2010		2018		
	Persons	Percent	Persons	Percent	Orange Co. Percent
White	26,000	54%	26,092	53%	61%
Asian/Pacific Islander	15,212	32%	16,948	35%	20%
Black or African American	1,444	3%	1,883	4%	2%
American Indian	289	<1%	173	<1%	<1%
Other Race	2,497	5%	1,508	3%	12%
Two or More Races	2,360	5%	2,351	5%	4%
TOTAL	47,802	100%	48,955	100%	100%
Hispanic	8,779	18%	9,536	19%	34%
Non-Hispanic	39,023	82%	39,419	81%	66%
TOTAL	47,802	100%	48,955	100%	100%

Source: U.S. Census Bureau, 2010 Census, American Community Survey (ACS), 2014-2018 (5-year estimates).

The Hispanic population increased by approximately 9 percent from 2010 to 2018. The estimated proportion of Hispanic residents in 2018 was 19 percent, still markedly lower than the County which has an estimated 34 percent Hispanic population.

2.1.4. EMPLOYMENT

An evaluation of the types of jobs held by community residents provides insight into potential earning power and the segment of the housing market into which they fall. Information on how a community's employment base is growing and changing can help identify potential housing demand changes in the future.

The State Employment Development Department estimates that 24,200 Cypress residents are in the labor force. The City has seen a drastic increase in unemployment since March 2020 due to the onset of the Covid-19 pandemic. In January 2020, the City's unemployment rate was at 2.9%; however, it rose sharply in the spring and peaked at 15.5% in May 2020. As of September 2020, the unemployment rate within the City was 10.2%. The unemployment rate of the County was also at 2.9% in January and has seen a similar spike. As of September 2020, employment in Orange County as a whole was 9 percent. The long-term impacts of the Covid-19 pandemic on employment within the City and County are still unknown.

Table 2- 4 presents the occupations of Cypress residents, based on the 2014-2018 American Community Survey estimates. The largest proportion of Cypress residents are employed in management, business, science, and arts occupations at 46 percent, followed by sales and office occupations at 24 percent. Approximately 43 percent of

employed residents in Cypress commute less than 25 minutes to work, indicating that a large number of residents hold jobs within Cypress or in immediately adjacent communities.

Table 2- 4: Occupation of Residents (2018)

Occupation	Population	Percent
Management, business, science, and arts occupations	11,237	46.3%
Service occupations	3,392	14.0%
Sales and office occupations	5,815	24.0%
Natural resources, construction, and maintenance occupations	1,338	5.5%
Production, transportation, and material moving occupations	2,460	10.1%
Farming, fishing, and forestry occupations	24	0.1%
Total	24,266	100.0%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

Major businesses in Cypress include the following: professional healthcare, offices, and education (Cypress Community College), automotive and electronic corporate headquarters, and various types of manufacturing and distribution centers. The Cypress Business Park area (concentrated along Katella Avenue, west of Knott Avenue) encompasses a total of 800 acres, which includes a diverse array of well-known companies such as United Health Care, Honda North America Finance, Fuji, Rolls Royce, Mitsubishi Electric, and Yamaha.

In 2019, the Orange County Business Council updated the results of its Workforce Housing Scorecard. This report provides a comprehensive evaluation of the current and future state of Orange County's housing supply and demand, and its impact on the business community. Based on the following criteria, the scorecard rates each jurisdiction's record over 2016-2030 time period in addressing workforce housing needs:

- Total job growth
- Housing as a percent of total Orange County housing
- Jobs to housing ratio
- Change in housing density

Based on the above factors, Cypress ranks 21st of the 34 cities in Orange County. Rankings are weighted towards larger cities (Irvine was ranked 1st); therefore, a ranking of 21st is acceptable for Cypress as it the 22nd largest city within the County. It should be noted that Cypress ranked 14th in job growth, indicating the continuing need for new housing within the City.

2.2. HOUSEHOLD PROFILE

Household type and size, income levels, and the presence of special needs populations all affect the type of housing needed by residents and are important indicators of where intervention and/or housing programs may be needed. Household income levels are indicators of housing affordability just as the ratio of owners to renters may impact the stability of the housing market. This section details the various household characteristics affecting housing needs in Cypress.

2.2.1. HOUSEHOLD TYPE

A household is defined as the total number of persons living in a housing unit, whether related or unrelated. The Census Bureau definition of a "family" is a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family. A single person living alone is also a household. "Other" households are

unrelated people residing in the same dwelling unit. Group quarters, such as dormitories or convalescent homes, are not considered households.

Table 2- 5: Household Characteristics (2010 and 2018)

Household & Family Type	2010		2018		Percent Change
	Number	Percent	Number	Percent	
Total Population	47,802	100.0%	48,955	100.0%	2.4%
In Group Quarters	502	1.1%	182	0.4%	-63.7%
Total Households	15,729	100.0%	15,824	100.0%	0.6%
Family Households	12,656	80.5%	12,828	81.1%	1.4%
Married Couple Families	9,707	61.7%	9,787	61.8%	0.8%
Single Parent Households	1,210	7.7%	1,194	7.5%	-1.3%
Non-family Households	3,073	19.5%	2,996	18.9%	-2.5%
Householder Living Alone	2,558	16.3%	2,315	14.6%	-9.5%
Householder 65+ (Alone)	1,083	6.9%	1,227	7.8%	13.3%
Average Household Size	3.02		3.08		2.0%
Average Family Size	3.35		3.44		2.7%

Source: U.S. Census Bureau, 2010 Census, American Community Survey (ACS), 2006-2010 (5-year estimates) and 2014-2018 (5-year estimates).

As shown in Table 2- 5, the 2014-2018 American Community Survey estimates 15,824 households in Cypress, with an average household size of 3.08 persons and average family size of 3.44 persons. Both household size and family size have increased slightly since 2010. The City's average household and family size are similar to that as the County as a whole (3.02 and 3.51, respectively).

Families comprise the overwhelming majority of households in Cypress (81 percent). Over three quarters of family households are married couple households and this has remained steady since 2010. The proportion of single parent households has also remained steady at approximately 8 percent of all households. Non-family households comprised about 19 percent of all households in 2018, a decrease of 2.5 percent since 2010. The proportion of householders living alone has also decreased between 2010 and 2018; however, the proportion of senior householders living alone has increased by 13 percent since 2010. This is consistent with an increase in elderly population in the City.

2.2.2. HOUSEHOLD INCOME

Household income is one of the most important factors affecting housing opportunity and determining a household's ability to balance housing costs with other basic necessities of life while avoiding housing problems such as cost burden and overcrowding.

2.2.2.1. INCOME DEFINITIONS

The State and federal governments classify household income into several groupings based upon the relationship to the County area median income (AMI), adjusted for household size. The California Department of Housing and Community Development (HCD) utilizes the income groups presented in Table 2- 6. However, federal housing programs utilize slightly different income groupings and definitions, with the highest income category generally ending at >95% AMI. For purposes of the Housing Element, the State income definitions are used throughout, with the exception of data compiled by the Federal Department of Housing and Urban Development (HUD), which is specifically noted.

Table 2- 6: HCD Income Categories

Income Category	Percent Annual Median Income (AMI)
Extremely Low	<30% AMI
Very Low	0-50% AMI
Low	51-80% AMI
Moderate	81-120% AMI
Above Moderate	120%+ AMI

Source: CA Dept. of Housing and Community Development

For 2020, HCD determined the AMI for Orange County was $103,000. This figure is then used to develop income limits for each HCD income category based on household size. Table 2- 7 shows the household distribution by income group for Cypress and the County. Compared to Orange County, Cypress has fewer extremely low and very low income households (18 percent versus 25 percent). Cypress also has higher proportions of moderate and above moderate income households compared to the County.

Table 2- 7: Household Distribution by Income Category (Cypress and Orange County)

Income Category	Cypress (%)	Orange County (%)
Extremely Low (<30% AMI)[1]	18	25
Very Low (31-50% AMI)		
Low (51-80% AMI)	14	16
Moderate (81-120% AMI)	22	18
Above Moderate (>120% AMI)	46	42

Source: SCAG, RHNA Final Allocation Calculator, March 2021.
Note:
1. SCAG's RHNA methodology does not include the "extremely low" income category defined by HCD as up to 30% AMI. Instead, SCAG combines both the "extremely low" and "very low" categories into one "very low" category defined as households below 50% AMI. According to HUD's Comprehensive Housing Affordability Strategy used elsewhere in this Report, 10.3% of Cypress households are extremely low income. However, the precise methodology for developing income distribution by these two sources may differ.

2.2.2.2. INCOME CHARACTERISTICS

The 2014-2018 American Community Survey estimated the median annual income of households in Cypress to be $92,098. Figure 2- 2 illustrates the 2018 median household income for Cypress and surrounding communities and compares them to the median income for Orange County. Of the jurisdictions included, only Cypress and Lakewood had median household incomes greater than the County median of $85,398. (It should be noted that while Lakewood and Long Beach are communities nearby Cypress, they are located within Los Angeles County, not Orange County.)

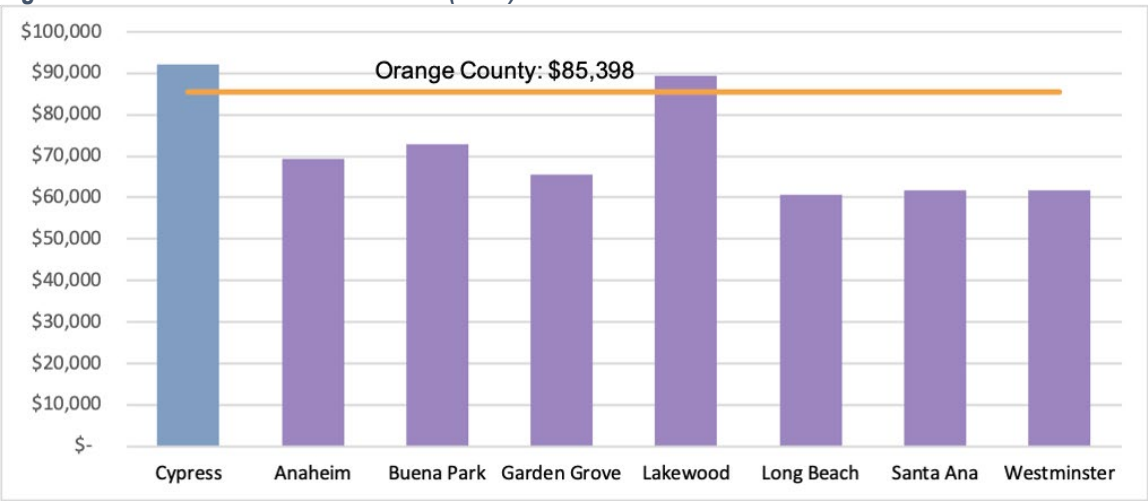
Table 2- 8 provides the median household income for Cypress and Orange County for 2000, 2010, and 2018. The median income in the County has increased more rapidly than in Cypress, which experienced an increase of 11 percent from 2010 to 2018.

Table 2- 8: Change in Median Household Income

Jurisdiction	2000	2010	2018	Percent Change 2010-2018
Cypress	$64,377	$83,196	$ 92,098	11%
Orange County	$58,820	$74,344	$ 85,398	15%

Source: U.S. Census Bureau, 2000 & 2010 Census, American Community Survey (ACS), 2014-2018 (5-year estimates).

Figure 2- 2: Median Household Income (2018)



Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

Table 2- 9 shows the income level of Cypress households by tenure. A total of 52 percent of renter households were lower income (<80% AMI), compared to 31 percent of owner households. 15 percent of renter households were categories as extremely low income (<30% AMI) and 13 percent were very low income households.

Table 2- 9: Household Income Levels by Tenure (2017)

Income Level	Renter		Owner	
	Households	Percent	Households	Percent
Extremely Low Income (<30% AMI)	805	15.1%	820	7.7%
Very Low Income (31-50% AMI)	675	13.0%	920	8.6%
Low Income (51-80% AMI)	1,200	23.1%	1,600	15.0%
Moderate Income & Above (> 80% AMI)	2,510	48.3%	7,310	68.6%
TOTAL	5,190	100%	10,650	100%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2013-2017 ACS.

2.2.2.3. HOUSEHOLDS IN POVERTY

The federal government publishes national poverty thresholds that define the minimum income level necessary to obtain the necessities of life.

Table 2- 10 shows the number of households within the City living in poverty by household type. A total of 916 households within the City are below the federal poverty threshold, representing approximately 6 percent of all households. The majority of households living in poverty are family households (56 percent). Of the family households, over 44 percent are female-headed households. Another significant group living in poverty are seniors, with senior households making up 18 percent of households living in poverty.

Table 2- 10: Poverty by Household Type

Household Type	Below Poverty Level	
	Number	Percent
Family Households	514	56.1%
Female-Headed Households	227	24.8%
With Children	147	16.0%
Non-Family Households	402	43.9%
Seniors (65+)	164	17.9%
Total	916	100.0%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

2.2.3. SPECIAL NEEDS POPULATIONS

State law recognizes that certain households have more difficulty in finding adequate and affordable housing due to special circumstances and may also have lower incomes as a result of these circumstances. Special needs populations include the elderly, persons with disabilities, female-headed households, large households, farmworkers, and the homeless. Table 2- 11 summarizes the special needs populations in Cypress. Each of these population groups, as well as their housing needs, is described below.

Table 2- 11: Special Needs Groups

Special Needs Group	Persons or Households	Renter	Owner	Percent of Total
Households with a Senior Member	4,975	--	--	31.4%
Senior-headed Households	4,061	500	3,561	25.7%
Seniors Living Alone	1,227	310	917	7.8%
Single-Parent Households	1,194	--	--	7.5%
Female Single-Parent Households	975			6.2%
Large Households (5+ members)	2,100	835	1,265	13.3%
Agricultural Workers	24	--	--	<0.1%
Persons with Disabilities	4,793	--	--	9.8%
Homeless	39	--	--	0.1%

Note: -- = Data not available.
Sources:
1. U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).
2. 2019 City and County homelessness point-in-time counts processed by SCAG.

2.2.3.1. LARGE HOUSEHOLDS

Large households consist of five or more persons and are considered a special needs group due to the limited availability of affordable and adequately sized housing. Large households often live in overcrowded conditions due to both the lack of large enough units and insufficient income to afford available units of adequate size.

In 2018, Cypress had a total of 2,100 large households, representing 13 percent of total households in the City. Of these large households, 40 percent (835 households) were renters and 60 percent (1,265) were owner households (Table 2- 11). Cypress has a sizeable number of larger homes compared to many communities in the region, with 37 percent of occupied housing units containing four or more bedrooms, according to the 2014-2018 American Community Survey. However, only 11 percent of homes containing four or more bedrooms are occupied by renters even though renters make up 40 percent of large households, suggesting that large renter households may have a more difficult time finding adequately sized housing.

2.2.3.2. SENIOR HOUSEHOLDS

Approximately 15 percent (7,274 individuals) of Cypress residents are age 65 or older. This is an increase from 2010, when 13 percent of the population were seniors. Senior-headed households make up a significant proportion of total households at 26 percent. Out of senior-headed households, 88 percent are homeowners. Additionally, 30 percent of senior-headed households are seniors living alone.

The elderly have a number of special needs including, housing, transportation, health care, and other services. Approximately 34 percent of the City's elderly population has one or more disabilities that may need to be taken into consideration when finding appropriate housing. Rising rents are a particular concern due to the fact that most seniors are on fixed incomes. As shown later in Table 2- 22**,** there are three senior housing projects in the City providing 309 rental units, including 116 units affordable to a mix of very low-, low- and moderate-income households. The State of California Community Care Licensing Division identifies 12 residential care homes for the elderly in Cypress providing 72 beds for senior residents, age 60+, requiring 24-hour assisted living. All of these residential care facilities are small (six or fewer beds) board and care homes. Additionally, Westmont of Cypress, a new 166-bed residential care facility is slated to open in 2021.

For those seniors who live on their own, many have limited incomes and physical limitations, both of which may inhibit their ability to maintain their homes or perform minor repairs. Furthermore, the installation of grab bars and other assistance devices in the home may be needed. For financial assistance to complete such improvements, the City offers two Housing Rehabilitation Programs to eligible home owners. The Home Enhancement Loan Program (HELP II) provides loans to low- and moderate-income single-family homeowners. The County CDBG Rehabilitation Loan Program provides loans to lower-income single-family and mobile home homeowners.

The City of Cypress operates a Senior Center with a variety of programs for seniors in the community. Programs offered include recreational and social activities, a meals program, preventative healthcare, transportation services, and supportive services that include care management, community counseling, support groups and referral services. The Cypress Senior Citizens Commission advises the City Council on all matters pertaining to the concerns of senior citizens. The City's Department of Recreation and Community Services provides staff services to the Senior Citizens Commission.

2.2.3.3. SINGLE-PARENT HOUSEHOLDS

Single-parent households typically have a special need for such services as childcare and health care, among others and often live with only one income. According to the 2014-2018 ACS, there were 1,194 single-parent households within the City (Table 2- 11). Of these households, 82 percent were female single-parent households (975 households). Female-headed households with children in particular tend to have lower incomes, which limits their housing options and access to supportive services. Of the female-headed households with children in Cypress, 147 households lived in poverty (Table 2- 10). These households not only need assistance with housing subsidies, but accessible and affordable childcare as well.

The City of Cypress provides a variety of youth programs, including a teen center at Arnold/Cypress Park; a skate plaza at Veterans Park; after-school daycare; as well as various intramural sports leagues, arts and dance classes, day camps, and teen dances. The Cypress Boys and Girls Club also provides low-cost after-school programs at King Elementary, Arnold Elementary, and the Cypress Main Clubhouse located in Cedar Glen Park. A before school program is also offered at King Elementary. The Boys and Girls Club does not turn away families due to inability to pay and has a robust scholarship program. Children are provided with snacks, homework help, mentorship programs and other activities as part of the program. In the summer, the program hours are expanded to provide full day childcare from 7:30 A.M. to 6:00 P.M. The City's Youth Action Committee advises the Recreation and Community Services Commission on activities and concerns of youth.

2.2.3.4. PERSONS WITH DISABILITIES

A disability is defined as a long-lasting condition that impairs an individual's mobility, ability to work, or ability to care for himself/herself. Persons with disabilities include those with physical, mental, or emotional disabilities. Thus, disabled persons often have special housing needs related to limited earning capacity, a lack of accessible and affordable housing, and higher health costs associated with a disability.

According to the 2014-2018 American Community Survey, an estimated 10% of Cypress residents (4,793 persons) have one or more disabilities. Approximately 34 percent of the senior population has one or more disabilities. Ambulatory difficulties were the most prevalent disability type among the general population as well as seniors.

Table 2- 12: Disability Status

Disability Type	Persons with Disability	Percent of Total	Persons with Disability, Age 65+	Percent of Total
With a hearing difficulty	1,672	34.9%	980	39.5%
With a vision difficulty	708	14.8%	317	12.8%
With a cognitive difficulty	1,831	38.2%	744	30.0%
With an ambulatory difficulty	2,607	54.4%	1,755	70.7%
With a self-care difficulty	1,125	23.5%	718	28.9%
With an independent living difficulty	1,613	33.7%	1,069	43.1%
Total Persons with Disabilities	4,793	100.0%	2,481	100.0%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

Disabled individuals have unique housing needs because they may be limited in mobility or in their ability to care for themselves. In addition, the earning power of disabled persons may be limited. Their housing need is also often compounded by design and location requirements, which can drive up housing costs. For example, wheelchair-bound or semi-ambulatory individuals may require ramps, holding bars, special bathroom designs, wider doorways, lower cabinets, and other interior and exterior design features. Affordable housing and housing programs that address accessibility can assist these individuals with their specific housing needs.

There are a number of housing types appropriate for people living with a disability: rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and group homes. The design of housing accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving this needs group. Approximately 50% of the City's affordable rental housing units are reserved for seniors and disabled persons. Incorporating barrier-free design in all new multifamily housing (as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for disabled residents. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income.

Both the federal Fair Housing Act and the California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodations (that is, modifications or exceptions) in their zoning and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling. For example, it may be a reasonable accommodation to allow covered ramps in the setbacks of properties that have already been developed to accommodate residents with mobility impairments. The City of Cypress allows a ramp projecting up to four feet into the setback area, with a building permit.

The City does not require special building codes or onerous project review to construct, improve, or convert housing for persons with disabilities. Residential and community care facilities with six or fewer persons are permitted by right in all residential zoning districts, except the mobile home park zoning district. Residential and community care facilities with seven or more persons are permitted in the multiple-family zoning districts, subject to conditional use permit approval.

The State of California Community Care Licensing Division identifies five adult residential facilities in Cypress that provide 24-hour non-medical care for adults ages 18-59 who are unable to provide for their own daily needs. These five facilities provide a combined capacity for 28 adults.

2.2.3.5. PERSONS WITH DEVELOPMENTAL DISABILITIES

According to Section 4512 of the California Welfare and Institutions Code a developmental disability means "a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include intellectual disability, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to intellectual disability or to require treatment similar to that required for individuals with an intellectual disability, but shall not include other handicapping conditions that are solely physical in nature."

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

The State Department of Developmental Services (DDS) estimates that 799 persons with developmental disabilities were residing in the City of Cypress as of June 2019. Approximately two-thirds of individuals with developmental disabilities residing in the City were children under age 17 and the majority developmentally disabled individuals resided in the home of their parent, family, or guardian.

The Regional Center of Orange County, is one of 21 regional centers in the State that provides point of entry to services for people with developmental disabilities. The center is a private, non-profit community agency that contracts with local businesses to offer a wide range of services to individuals with developmental disabilities and their families.

In order to assist in the housing needs for persons with Developmental Disabilities, the City will implement programs to coordinate housing activities and outreach with the Regional Center of Orange County and encourage housing providers to designate a portion of new affordable housing developments for persons with disabilities, especially persons with developmental disabilities, and pursue funding sources designated for persons with special needs and disabilities.

2.2.3.6. INDIVIDUALS EXPERIENCING HOMELESSNESS

In collaboration with other nonprofit organizations, the Orange County Department of Community Resources is responsible for the county-wide biennial point-in-time homeless count. For the purpose of the point-in-time count, the definition of homelessness includes unsheltered individuals and families "with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground". The count of sheltered homeless individuals and families includes those "living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals)" on the night designated for the count.

Based upon the 2019 point-in-time count, there were a total of 6,860 homeless individuals residing within Orange County, with 39 individuals counted in Cypress. All of the homeless individuals within the City were unsheltered as there are no homeless shelters located within the City. Since 2013, the homeless population in Orange County has

steadily increased, with the largest increase occurring between 2017 and 2019 (43 percent increase). The 2019 Count indicated that 35 out of the 39 persons counted within Cypress were individuals and not part of a homeless family unit.

The City partners with a homeless outreach and engagement service provider to provide social service resources and referrals to the City's homeless population. Additionally, the Cypress Police Department has a dedicated Homeless Liaison Officer and six specialty-trained officers for homeless issues. There is no emergency shelter within the jurisdictional boundaries of Cypress; however, the Police Department in conjunction with the outreach service provider assist homeless individuals within the City with placement in other shelters, primarily the recently opened Buena Park Navigation Center. Saint. Irenaeus Catholic Church is a long-term service provider within the City providing assistance through their Helping Other People Everyday (HOPE) program. The HOPE program provides one-time rent payment assistance and motel vouchers, as well as food distribution, gas vouchers, and other services to people who are homeless or at risk of homelessness. A list of other agencies that provide shelter and services to Cypress homeless are listed in Table 2- 13.

Table 2- 13: Inventory of Homeless Services and Facilities

Organization	Beds and/or Services Provided
Anaheim Interfaith Shelter - Halcyon P.O. Box 528 Anaheim, CA 92815 (714) 774-8502	Provides transitional housing and supportive services for up to 9 homeless families at a time for a 6-9 month period. Case management counseling, and other services are provided.
Buena Park Navigation Center 6494 Caballero Boulevard Buena Park, CA 90620 (714) 410-4060	Provides transitional housing (150 beds), healthcare services, and other services.
Casa Youth Shelter 10911 Reagan Street P.O. Box 216 Los Alamitos, CA 90720 (714) 995-8601	Provides temporary shelter, counseling, children's services and outreach services for 12-17 year old runaway, homeless and/or abused youth. Serve an estimated 200 youth annually.
Fullerton City Lights 224-228 E. Commonwealth Avenue Fullerton, CA 92832 (714)525-4751	Provides 137 Single Room Occupancy (SRO) apartments for individuals and couples with incomes between 30-60% AMI.
Fullerton Interfaith Emergency Services (New Vista Shelter) 244 E. Valencia, Room 16 Fullerton, CA 92634 (714) 680-3691	Provides transitional housing for families and singles for up to 4 months. Also provides food, basic supplies, case management, referrals, and childcare assistance.
H.I.S. House P.O. Box 1293 Placentia, CA 92670 (714)993-5774	Provides 40 beds for families and individuals for up to 6 months. Services include job counseling and referrals, job training, financial management, counseling, and life skills classes.
Lutheran Social Services 215 N. Lemon Street Fullerton, CA (714) 738-1058	Provides clothing, limited transportation, referrals, prescriptions, utilities, counseling and English as a Second Language (ESL) classes.
Salvation Army Emergency Family Services Offices 1515 West North Street Anaheim, 92801 (714) 491-1020	Provides food distribution, utility assistance, transportation (gas vouchers, bus tickets), clothing, household items, and other forms of assistance and community referrals.
Sheepfold Women's Services Center P.O. Box 4487 Orange, CA 92863 (714) 237-1444 (877) 743-3736	The Service Center in Anaheim provides assistance with legal obligations, medical and dental appointments to abused women and their families. Sheepfold also provides transitional housing at a facility in Brea for battered women and their children, with a capacity of 6 families.
St. Irenaeus Catholic Church Helping Other People Everyday (HOPE) 5201 Evergreen Cypress, CA 90630 (714) 826-0760 x 135	Provides food bank (distribution twice monthly), daily food bags for homeless, hygiene kits, gas cards, bus passes utility assistance, counseling services, medical care referrals, one-time rental assistance, motel vouchers to women and children, and referral to City Net homeless services.

2.2.3.7. FARMWORKERS

Farmworkers are traditionally defined as persons whose primary incomes are earned through seasonal agricultural work. Farmworkers have special housing needs because they earn lower incomes than many other workers and move throughout the season from one harvest to the next. According to the 2017 Census of Agriculture compiled by the National Agricultural Statistics Service (a division of the US Department of Agriculture), there were a total of 1,772 farmworkers working on farms within Orange County. The 2014-2018 ACS estimates that 24 Cypress residents hold farming, fishing or forestry occupations. Therefore, farmworkers residing in Cypress make up about one percent of total farmworker jobs within the County. Additionally, Cypress residents employed in this occupation are mostly employed as gardeners, landscapers, or in plant nurseries. There is no agriculturally designated land within Cypress.

Because farmworkers make up such a small percentage of the City's total population no specific programs for this special needs group are necessary. The housing needs of farmworkers can adequately be addressed through the general programs and services available to all lower and moderate income households.

2.3. HOUSING STOCK CHARACTERISTICS

This section identifies the characteristics of Cypress' physical housing stock. This includes an analysis of housing growth trends, housing conditions, housing prices and rents, and housing affordability.

2.3.1. HOUSING GROWTH

Table 2- 14 displays housing production in the City, compared to neighboring cities and Orange County as a whole. Between 2000 and 2010, Cypress experienced a slight reduction in housing units, in contrast to the County which saw an almost 8 percent increase in housing stock over the same decade. The surrounding communities generally saw very modest growth in the early 2000s that was below the overall County growth rate.

Table 2- 14: Regional Housing Growth Trends

Jurisdiction	Total Housing Units			Percent Change	
	2000	2010	2020	2000-2010	2010-2020
Cypress	16,164	16,068	16,631	-0.6%	3.5%
Anaheim	99,719	104,237	110,745	4.5%	6.2%
Buena Park	23,690	24,619	25,134	3.9%	2.1%
Garden Grove	46,703	47,741	48,257	2.2%	1.1%
Lakewood	27,310	27,470	27,598	0.6%	0.5%
Long Beach	171,632	176,032	177,783	2.6%	1.0%
Santa Ana	74,588	76,919	78,761	3.1%	2.4%
Westminster	26,940	27,650	28,002	2.6%	1.3%
Orange County	969,484	1,046,118	1,111,421	7.9%	6.2%

Sources:
1. U.S. Census Bureau, 2000 and 2010 Census
2. CA Dept. of Finance E-5 Population and Housing Unit Estimates, 2020.

The California Department of Finance estimates that in 2020 there are 16,631 housing units within the City of Cypress. This represents a 3.5 percent increase since 2010. With the exception of Anaheim, Cypress had a higher growth rate than all of the other surrounding jurisdictions. The increase in housing stock in the County was notably higher at 6 percent. As Cypress is a maturing suburban community with primarily small site and infill development, it is expected that the increase in the housing stock in the City would be modest and lower than the County-wide rate.

2.3.2. HOUSING TYPE AND TENURE

Table 2- 15 presents the mix of housing types in Cypress. The California Department of Finance estimates that of the 16,631 units in Cypress, 12,946 are single family units (78 percent). Approximately 20 percent of the City's housing stock is multi-family units. Cypress also has two mobile home parks containing 421 mobile home units, comprising approximately 2.5 percent of the local housing stock.

The composition of the City's housing stock has remained relatively unchanged over the last two decades. The greatest change has been a 13 percent increase in the number of attached single family units in the City. The number of multi-family units in the City has remained nearly the same since 2010.

Table 2- 15: Housing Units by Type (2000-2020)

Unit Type	2000		2010		2020	
	Units	Percent	Units	Percent	Units	Percent
Single-Family (SF) Detached	9,887	61.7%	9,817	61.1%	10,034	60.3%
SF Attached	2,444	15.3%	2,572	16.0%	2,912	17.5%
Total SF	12,331	77.0%	12,389	77.1%	12,946	77.8%
2 to 4 Units	512	3.2%	574	3.6%	580	3.5%
5 or more units	2,817	17.6%	2,684	16.7%	2,684	16.1%
Total Multi-Family	3,329	20.8%	3,258	20.3%	3,264	19.6%
Mobile Homes & Other	361	2.3%	421	2.6%	421	2.5%
Total Housing Units	16,021	100.0%	16,068	100.0%	16,631	100.0%
Vacancy Rate	2.3%	--	2.6%	--	3.1%	--

Sources:
1. U.S. Census Bureau, 2000 and 2010 Census
2. CA Dept. of Finance E-5 Population and Housing Unit Estimates, 2020.

Housing tenure refers to whether a housing unit is owned, rented or is vacant. Tenure is an important indicator of the housing climate of a community, reflecting the relative cost of housing opportunities, and the ability of residents to afford housing. Tenure also influences residential mobility, with owner units generally evidencing lower turnover rates than rental housing. Table 2- 16 indicates the total number of renter occupied and owner occupied housing units for 2010 and 2018. The ownership rate within the City has declined slightly from 72 percent in 2010 to 66 percent in 2018. However, the homeownership rate continues to be higher than the countywide homeownership rate of 57 percent.

Table 2- 16: Housing Tenure (2010 and 2018)

Occupied Housing Units	2010		2018	
	Households	Percent	Households	Percent
Renter	4,423	28%	5,332	34%
Owner	11,306	72%	10,492	66%
TOTAL	15,729	100%	15,824	100%

Source: U.S. Census Bureau, American Community Survey (ACS), 2006-2010 and 2014-2018 (5-year estimates).

2.3.3. VACANCY RATE

A vacancy rate measures the overall housing availability in a community and is often a good indicator of how efficiently for-sale and rental housing units are meeting the current demand for housing. A vacancy rate of 5 percent for rental

housing and 2 percent for ownership housing is generally considered healthy and suggests that there is a balance between the demand and supply of housing. A lower vacancy rate may indicate that households are having difficulty in finding housing that is affordable, leading to overcrowding or households having to pay more than they can afford. A low vacancy rate or a particularly tight housing market may also lead to high competition for units, raising rental and housing prices substantially.

The 2014-2018 American Community Survey estimated that the overall vacancy rate for the City was 3.1 percent, a slight increase compared to the 2.6 percent vacancy rate in 2010. Taking into consideration tenure, the vacancy rate for owner-occupied units was 1.0 percent and the rental vacancy rate was 1.2 percent. These vacancy rates suggest a very tight housing market for both residents looking to purchase a home and renters. This high demand may result in higher housing costs for both homeownership and renting a home and may create a challenge for lower income families to find affordable housing.

2.3.4. HOUSING AGE AND CONDITION

The age of a community's housing stock can provide an indicator of overall housing conditions. Typically, housing over 30 years in age is likely to have rehabilitation needs that may include new plumbing, roof repairs, foundation work and other repairs. Table 2- 17 displays the age of occupied housing stock by tenure as of 2018. Over two thirds of the City's housing stock was built between 1960 and 1979. Of the City's current housing stock, over 95 percent will be over 30 years old by the end of the 2021-2029 planning cycle. As a built-out community, the City has a low proportion of newer units, with less than 5 percent built since 2000.

A greater proportion of rental housing (21 percent) was constructed between 1980 and 1999, when compared to owner-occupied housing (12 percent). Conversely, a greater proportion of owner occupied housing was constructed between 1960 and 1979 (72 percent), compared to renter-occupied housing (62 percent).

The City's Code Enforcement Division estimated that the City handles an average of 30 code enforcement cases per month, typically involving minor property maintenance issues. According to City staff, approximately three percent of these cases involve substantial health and safety issues. Using this estimate as a baseline, City staff estimates that approximately 475 housing units within the City are in substandard condition. The City's Code Enforcement program is complaint based and the vast majority of complaints of violations are for older single family homes. Additionally, the Cypress City Council approved a Neighborhood Preservation Pilot Program in March 2021 which is intended to provide community education and outreach as well as proactive enforcement within one focus neighborhood. The goal of the program is to empower property owners and residents to address minor violations early before they create more serious health and safety issues.

Many more costly property maintenance issues identified by the Code Enforcement Division can be addressed by utilizing the City's HELP II Program. Eligible applicants must meet the specific low income criteria. The HELP II Program was historically funded with both Community Development Block Grant (CDBG) and redevelopment agency (RDA) funds; however, with the loss of redevelopment funding in 2012, fewer funds are available for this program.

Table 2- 17: Age of Housing Stock (2018)

Year Structure Built	Renter Occupied Units		Owner Occupied Units		Total Occupied Units	
	Number	Percent	Number	Percent	Number	Percent
2010 or later	47	0.9%	89	0.8%	136	0.9%
2000-2009	115	2.2%	486	4.6%	601	3.8%
1980-1999	1101	20.6%	1305	12.4%	2,406	15.2%
1960-1979	3292	61.7%	7563	72.1%	10,855	68.6%
1940-1959	698	13.1%	953	9.1%	1,651	10.4%
1939 or earlier	79	1.5%	96	0.9%	175	1.1%
Total	5,332	100.0%	10,492	100.0%	15,824	100.0%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

As the housing stock ages, there is a continued need for code enforcement and housing rehabilitation programs. The City provides both an on-going code enforcement program and a housing rehabilitation program for low-income single-family homeowners.

2.3.5. HOUSING COSTS AND AFFORDABILITY

The cost of housing is directly related to the extent of housing problems in a community. If housing costs are relatively high in comparison to household income, there will be a higher prevalence of overpayment and overcrowding. This section summarizes the cost and affordability of the housing stock to Cypress residents.

2.3.5.1. RENTAL HOUSING MARKET

According to the 2014-2018 American Community Survey, the rental vacancy rate in the City was 1.2 percent, indicating a tight rental market in the City. A point-in-time survey of available rental units within the City listed on Zillow and Craigslist was conducted in late October 2020. While not comprehensive, it provides a snapshot of the types of units available, as well as typical market rents. Table 2- 18 includes the results of the survey by number of bedrooms. A total of 39 units were listed for rent with a median rent of $2,121. In comparison, the 2014-2018 American Community Survey estimated the median rent in the City to be $1,834 per month. One-bedroom units were the most prevalently available in the City with rents ranging from $1,450 to $2,295 and a median rent of $1,680. Two-bedroom apartments were also common and commanded a median rent of $2,160.

Table 2- 18: Median and Average Market Rents by Number of Bedrooms (October 2020)

Number of Bedrooms	Units Advertised	Rent Range	Average Rent	Median Rent
0	1	$2,095	$2,095	$2,095
1	15	$1,450-$2,295	$1,739	$1,680
2	12	$1,800-$2,500	$2,155	$2,160
3	7	$2,400-$3,800	$3,017	$3,000
4+	4	$3,000-$3,500	$3,225	$3,200
All Units	39	$1,450-$3,800	$2,446	$2,121

Source: Zillow.com and Craigslist.com, Accessed October 29, 2020.

2.3.5.2. HOMEOWNERSHIP MARKET

Table 2- 19 compares median home sale prices over three years for Cypress and nearby communities. The August 2019 median home sales price in Cypress represented a 5 percent decrease from 2018. Orange County as a whole also experience a slight decrease in median sales prices during that time period, and many neighboring jurisdictions

saw only slight increases. All of the communities listed experienced an increase in home sale prices between August 2019 and August 2020, with the Cities of Cypress, Anaheim, and Long Beach seeing double-digit increases. In August 2020, the median home sales price for Cypress was $711,500, representing an increase of over 15 percent from August 2019. Similarly, home sales prices in Orange County as a whole increased by almost 12 percent between August 2019 and August 2020.

Table 2- 19: Annual Median Home Prices (2018-2020)

Jurisdiction	2018 Median Sales Price	August 2019 Median Sales Price	August 2020 Median Sales Price	Percent Change 2018-2019	Percent Change 2019-2020
Cypress	$650,000	$617,500	$711,500	-5.0%	15.2%
Anaheim	$580,000	$587,000	$649,000	1.2%	10.6%
Buena Park	$572,000	$613,500	$645,000	7.3%	5.1%
Garden Grove	$595,000	$600,000	$618,500	0.8%	3.1%
Lakewood	$575,000	$595,000	$640,000	3.5%	7.6%
Long Beach	$545,000	$564,500	$679,750	3.6%	20.4%
Santa Ana	$540,000	$576,500	$607,000	6.8%	5.3%
Westminster	$660,000	$675,000	$690,000	2.3%	2.2%
Orange County	$725,000	$717,000	$800,000	-1.1%	11.6%

Source: Corelogic.com, California Home Sale Activity by City, August 2020.

Condominiums often provide a more affordable entry point into the housing market for young families and others that may not be able to afford the purchase price or down payment required for a single family home. The Zillow Home Value Index is a smoothed, seasonally adjusted measure of the "typical" home value for homes in the 35th to 65th percentile range and provides data specifically for condominiums. Values for condominiums in Cypress are present in Table 2- 20. As shown, the value of condominiums has increased as rapidly as the housing market as a whole, with a four percent increase between August 2019 and August 2020.

Table 2- 20: Change in Condominium Value in Cypress (2018-2020)

	August 2018	August 2019	August 2020	Percent Change 2018-2019	Percent Change 2019-2020
Condominium Value	$494,861	$499,973	$519,854	1.0%	4.0%

Source: Zillow Home Value Index, accessed March 2021.

2.3.6. HOUSING AFFORDABILITY

The affordability of housing in Cypress can be assessed by comparing market rents and sales prices with the amount that households of different income levels can afford to pay for housing. Compared together, this information can reveal who can afford what size and type of housing as well as indicate the type of households that would most likely experience overcrowding or overpayment. The State has established the threshold of affordable housing cost at 30 percent of gross household income.[1]

Table 2- 21 provides estimates of affordable rents and home prices based on HCD's 2020 income limits for Orange County, current mortgage rates (i.e., 3.0 percent for 30-year fixed-rate mortgage), and cost assumptions for utilities, taxes and insurance. These affordable costs can then be compared to current market rents and home sales prices to determine what types of housing opportunities a household can afford.

[1] Affordable housing cost is set at 30% of income for all renters and owners except for median and moderate income homeowners. Their affordable housing cost for home purchase is set at 35%.

Based on the housing costs presented earlier in Table 2- 19, Cypress residents with moderate incomes or less are unable to afford purchasing a home in Cypress. Additionally, based on the overall median rent presented in Table 2-18, affordable rentals for lower income households are difficult to find in Cypress.

Extremely Low Income Households: Extremely low income households earn 30 percent of less of the AMI. Based on the assumptions utilized for Table 2- 21, the affordable home price for an extremely low income household ranges from $83, 263 for a 1-person household to $90,972 for a 5-person household; therefore, homeownership is out of reach for Cypress residents within this income category. Affordable rents for extremely low income households range from $552 to $709 per month. Based on median rents presented in Table 2- 18, even 1-bedroom units are unaffordable for all extremely low income households. Severe overpayment or overcrowding may occur as a result of these gap between market costs and affordability.

Very Low Income Households: Very low income households earn between 30 percent and 50 percent of the AMI. Very low income households can afford between $999 and $1,400 on monthly rent, depending on household size. However, based on market rents presented in Table 2- 18, rental units of any size in Cypress would require a very low income household to pay over the affordability threshold of 30 percent. Home ownership is also unaffordable for very low income households in Cypress, with affordable home prices for this income category ranging from $159,922 to $209,386, well below the City's August 2020 median of $711,500.

Low Income Households: Low income households earn between 50 and 80 percent of the AMI. Depending on household size, a low income household can afford monthly rent between $1,672 and $2,436. Based on market rents in listed Table 2- 18, low income households would generally be able to afford one- and two-bedroom units within the City. However, larger rental units are still unaffordable for this income category, which may result in overpayment or overcrowding due to larger families renting smaller units. Based on Table 2- 21, low income households can afford home sale prices between $275,123 and $386,899. Therefore, homeownership is unaffordable for this income group when compared with the City's median home sales price.

Median Income Households: Median income households earn between 80 and 100 percent of the AMI. Median income households can afford purchase a home with a purchase price ranging from $276,622 to $389,468. With the City's median home sales price at $711,500 in August 2020, homeownership is unaffordable for median income households. Median income households can afford a monthly rent payment ranging from $1,681 for a one-person household to $2,451 for a five-person household. Based on median market rents within Cypress, median income households can generally afford one- and two-bedroom rental units and larger households may be able to afford some lower priced three-bedroom units. However, four and five person households may be overcrowded into smaller units or overpaying to afford an appropriately sized unit.

Moderate Income Households: Moderate income households earn 80 to 120 percent of the AMI. According to Table 2- 21, moderate income households can afford a home sales price ranging from $338,291 to $484,756. Therefore, with the median home sales price in Cypress at $711,500 in August 2020, homeownership is unaffordable to all income groups within the City except households with above moderate incomes. However, moderate income households may be able to afford some condominiums within the City, particularly smaller units.

Moderate income households can afford monthly rent from $2,041 for a one-person household to $3,008 for a five-person household. Based on market rents presented in Table 2- 18, moderate income households can generally afford one-, two-, and three-bedroom units within the City. While larger households may be able to obtain a lower priced four-bedroom home, overcrowding or overpayment may occur for these families.

Table 2- 21: Estimated Affordable Housing Price by Income and Household Size (2020)

Income Category/ Household Size	Annual Income Limits	Affordable Monthly Housing Cost	Utility Allowance (2019)	Taxes, Insurance and HOA	Affordable Home Price	Affordable Rent
Extremely Low Income (0-30% AMI)						
1-Person	$26,950	$674	$122	$236	$83,263	$552
2-Person	$30,800	$770	$164	$270	$88,682	$606
3-Person	$34,650	$866	$212	$303	$92,520	$654
4-Person	$38,450	$961	$272	$336	$92,982	$689
5-Person	$41,550	$1,039	$330	$364	$90,972	$709
Very Low Income (30-50% AMI)						
1-Person	$44,850	$1,121	$122	$392	$159,922	$999
2-Person	$51,250	$1,281	$164	$448	$176,261	$1,117
3-Person	$57,650	$1,441	$212	$504	$191,020	$1,229
4-Person	$64,050	$1,601	$272	$560	$202,616	$1,329
5-Person	$69,200	$1,730	$330	$606	$209,386	$1,400
Low Income (50-80% AMI)						
1-Person	$71,750	$1,794	$122	$628	$275,123	$1,672
2-Person	$82,000	$2,050	$164	$718	$307,951	$1,886
3-Person	$92,250	$2,306	$212	$807	$339,197	$2,094
4-Person	$102,450	$2,561	$272	$896	$367,067	$2,289
5-Person	$110,650	$2,766	$330	$968	$386,899	$2,436
Median Income (80-100% AMI)						
1-Person	$72,100	$1,803	$122	$631	$276,622	$1,681
2-Person	$82,400	$2,060	$164	$721	$309,664	$1,896
3-Person	$92,700	$2,318	$212	$811	$341,124	$2,106
4-Person	$103,000	$2,575	$272	$901	$369,422	$2,303
5-Person	$111,250	$2,781	$330	$973	$389,468	$2,451
Moderate Income (80 -120% AMI)						
1-Person	$86,500	$2,163	$122	$757	$338,291	$2,041
2-Person	$98,900	$2,473	$164	$865	$380,327	$2,309
3-Person	$111,250	$2,781	$212	$973	$420,566	$2,569
4-Person	$123,600	$3,090	$272	$1,082	$457,644	$2,818
5-Person	$133,500	$3,338	$330	$1,168	$484,756	$3,008

Assumptions: 2020 HCD income limits; 30.0% gross household income as affordable housing cost; 35.0% of monthly affordable cost for taxes and insurance, 10% down payment; and 3.0% interest rate for a 30-year fixed-rate mortgage loan. Utilities based on Orange County Housing and Community Development Utility Allowance Schedule.

Sources:

1. HCD, 2020
2. Orange County Housing and Community Development Utility Allowance Schedule, October 2019
3. Veronica Tam and Associates, 2020

2.3.7. ASSISTED HOUSING AT RISK OF CONVERSION

State Housing Element law requires an analysis of the potential for currently rent-restricted low-income housing units to convert to market rate housing within the next ten years. This section presents an inventory of all assisted rental housing in Cypress, and evaluates those units at risk of conversion during the ten-year period from October 15, 2021 through October 15, 2031.

2.3.7.1. ASSISTED HOUSING INVENTORY

There are a total of 428 publicly assisted rental housing units affordable to lower and moderate income households in seven apartment developments within Cypress, as presented in Table 2- 22**.** A total of 220 affordable units within four developments are at-risk of conversion to market rate over the next ten years. Three of the four developments with at-risk units are age-restricted to senior tenants, representing the majority of the units at-risk (215 units). The City will continue to monitor properties at-risk of conversion to market rate and work with property owners to preserve units and ensure tenants are notified of their rights should a conversion occur. The following section discusses potential preservation options for affordable units at-risk of converting to market rate.

Table 2- 22: Inventory of Subsidized Rental Housing (2021)

Project Name	Tenant Type	Total Units	Affordable Units	Affordability Level	Applicable Programs	Potential Conversion Date
At-Risk						
Cypress Park Senior Community 9021 Grindlay St.	Senior	124	31	Very Low: 13 Low: 12 Moderate: 6	RDA Set-Aside	3/2029
Sumner Place 8542-8552 Sumner Place	Family	5	5	Very Low: 1 Low: 4	Density Bonus	3/2029
Cypress Sunrise 9151 Grindlay St.	Senior	75	74	Very Low: 23 Low: 51	Bond; RDA Set-Aside	7/2023
Cypress Pointe Senior Community 5120 Lincoln Ave.	Senior	110	110	Very Low: 11 Moderate: 99	Density Bonus	4/2030
Subtotal		314	220			
Not At-Risk						
Tara Village Family Apartments 5201 Lincoln Ave.	Family	170	80	Very Low: 40 Low: 40	Bond; RDA Set-Aside	4/2064
Lincoln West Apartments 4552 Lincoln Ave.	Family	67	4	Very Low: 4	Density Bonus	5/2073
Lincoln East Apartments 4620 Lincoln Ave.	Family	67	3	Very Low: 3	Density Bonus	5/2073
Subtotal		304	87			
Total		618	428			

Source: City of Cypress Planning Division, 2021.

2.3.7.2. PRESERVATION OPTIONS

Preservation of at-risk units can be accomplished in a variety of ways: 1) provide rental subsidies to tenants; 2) facilitate transfer of ownership of the units to nonprofit organizations or purchase of similar replacement units by nonprofit organizations; 3) purchase of the affordability covenant; and 4) new construction of replacement units.

Rent Subsidy

One option for preservation of at-risk units is to provide rent subsidies to tenants to cover the gap between the affordable rent and market rent. Assuming availability of funding, the City could provide a voucher to very low and low

income households, similar to Section 8 Housing Choice Vouchers. The level of subsidy required is estimated to equal the market rent for a unit minus the housing cost affordable by a low or very low income household. The moderate income units in Cypress Park and Cypress Pointe were not included in this analysis because based on the information provided in Table 2- 18 and Table 2- 21, moderate income one person households can afford the market rent for a one-bedroom unit.

Table 2- 23 estimates the subsidies required to preserve the housing affordability for the 115 very low and low income at-risk units. Based on the assumptions utilized in the Table, approximately $416,000 in rent subsidies would be required annually and about $8.3 million would be needed to provide subsidies for a 20-year period.

Table 2- 23: Rent Subsidies Required

Project Affordable Units	Cypress Park Senior Community	Sumner Place	Cypress Sunrise	Cypress Pointe Senior Community
1-Bedroom				
Very Low Income	13		23	11
Low Income	12		51	
2-Bedroom				
Very Low Income		1		
Low Income		2		
3-Bedroom				
Low Income		2		
Total	25	5	74	11
Total Monthly Rent Income based on Affordable Housing Cost by Income Group	$33,051	$10,289	$108,249	$10,989
Total Monthly Market Rent	$42,000	$12,480	$124,320	$18,480
Total Monthly Subsidies Required	$8,949	$2,191	$16,071	$7,491
Total Annual Subsidies Required	$107,388	$26,292	$192,852	$89,892
Average Annual Subsidies per Unit	$4,296	$5,258	$2,606	$8,172
Average Monthly Subsidies per Unit	$358	$438	$217	$681

Notes: Subsidies have been calculated using the following assumptions:
1. Senior units were assumed to be 1-bedroom; Family units were assumed to be a mix of 2- and 3-bedroom.
2. A 1-bedroom unit is assumed to be occupied by a 1-person household, a 2-bedroom unit by a 3-person household, a 3-bedroom unit by a 5-person household
3. Affordable monthly rent for low and very low income households based on Table 2- 21.
4. Market rent based on median market rent as presented in Table 2- 18 (1-bedroom = $1,680; 2-bedroom = $2,160; 3-bedroom = $3,000).
5. Moderate income 1-bedroom units were not included in this analysis because based on Table 2- 18 and Table 2- 21, moderate income one-person households can afford the market rent for a 1-bedroom unit.

Sources: See Table 2- 18 and Table 2- 21.

Transfer of Ownership

At-risk units can be preserved by transferring the ownership of these projects to nonprofit housing organizations. In addition to securing long-term affordability, eligibility for a greater range of government funding assistance is another benefit of this option. Since only a portion of the units in the Cypress Park Senior Community are restricted as affordable, purchase of this entire project by a nonprofit is likely not feasible. However, purchase of other existing units to be utilized as replacement units is a potential option.

Based on a survey of multi-family properties listed for sale and recently sold on Zillow, the average sales price per unit for existing multi-family units is $366,000.[2] Based on this per unit value, Table 2- 24 provides estimated market values for the at-risk units within each of the four projects. Assuming a five percent down payment would be required for each project, a total of approximately $4 million would be needed to cover the down payment costs for all units. Additionally, nonprofits would need ongoing funding to cover the mortgage payment. Rental income from lower income households

[2] Source: Zillow.com, Survey of multi-family properties with 3 or more units listed for sale or recently sold. Accessed July 27, 2021.

would likely not be sufficient to cover these costs, and some form of mortgage assistance to the organizations or rental subsidy would be necessary.

Table 2- 24: Market Value of At-Risk Units

	Cypress Park Senior Community	Sumner Place	Cypress Sunrise	Cypress Pointe Senior Community	Total
Number of Units	31	5	74	110	220
Estimated Market Value	$11,346,000	$1,830,000	$27,084,000	$40,260,000	$80,520,000
Down Payment Needed (5%)	$567,300	$91,500	$1,354,200	$2,013,000	$4,026,000

Note: Estimated market value calculated using the average per unit sales price based on a Zillow.com survey of multi-family units listed for sale or recently sold in Cypress.
Source: Zillow.com, accessed July 27, 2021.

Purchase of Affordability Covenant

In some cases, affordability can be preserved by providing an incentive package to the project owners to maintain the affordability of the project. Incentives may include supplementing the subsidy amount received or writing down the interest rate on the remaining loan balance.

During the 2008-2014 planning period, the City negotiated with the owners of Tara Village to buy down affordability and to extend the affordability term on 80 of the project's 170 units. With the City's assistance, the affordability covenants on 40 units reserved for very low-income and 40 units for low-income households in Tara Village were extended from 30 years to 55 years, or until 2064. To achieve this, the City utilized funds from the redevelopment set-aside (a funding source no longer available).

Replacement Costs

Many factors contribute to the cost to develop new housing, including project location, density, type of construction, and size of units. For the purpose of this analysis, an average development cost of $300,000 per unit is assumed. Based on this assumption, approximately $66 million would be required to construct new replacement units for all of the units at-risk during the planning period.

Preservation Cost Comparison

Based upon the analysis above, providing rental subsidies may be the most affordable option for preserving affordability at a cost of approximately $8.3 million to provide subsidies for 20 years. Purchasing the units at market value or construction new replacement units are both significantly more expensive options ($80.5 million and $66 million, respectively).

2.3.7.3. PRESERVATION RESOURCES

As the City does not own or manage any affordable housing projects, the assistance of nonprofit organizations specializing in the acquisition and management of affordable housing would be needed to successfully preserve at-risk housing units in Cypress. Potential nonprofit organizations that acquire and manage affordable housing developments in the region include Jamboree Housing Corporation, Mercy Housing California, and National Core. In the event that the City is informed of a property owner's intent to convert units to market rate, the City would reach out to these organizations about the potential opportunity to preserve affordable units. Additional information about each of these organizations can be found in Section 4.3 of this Technical Report.

As noted above, significant financial resources may be necessary to preserve at-risk units. Potential financial resources include Home Investment Partnership (HOME) funds, for which a nonprofit organization could apply for through the Orange County annual notice of funding availability. For acquisition of senior affordable units, HUD's Section 202 program is a possible funding source. The State's CalHome loan program and Multifamily Housing Program can also be used for property acquisition. Lastly, the Golden State Acquisition Fund Affordable Housing Innovation Program provides quick acquisition financing for the development or preservation of affordable housing.

The City can play a significant role in the preservation of at-risk units by monitoring at-risk projects and coordinating with nonprofit organizations should a property owner inform the City of their intent to convert units to market rate. The City can also provide information and assistance to nonprofits seeking financial assistance to preserve and/or acquire at-risk units. The City's preservation efforts are included as a program in the Housing Element.

2.3.8. EXISTING HOUSING NEEDS

2.3.8.1. COST BURDEN

Cost burden remains a critical issue for many Cypress residents, particularly renters and lower income households. Affordability problems occur when housing costs become so high in relation to income that households have to pay an excessive proportion of their income for housing. According to the metric utilized by HUD, a household is cost burdened if housing costs (including utilities) exceed 30 percent of gross household income. Severe cost burden occurs when housing costs exceed 50 percent of gross income.

Table 2- 25 indicates the number of cost burdened households within Cypress by tenure. Cost burden impacts 46 percent of renter households and 28 percent of owner households. More renter households are also impacted by severe cost burden (18 percent), compared to owner households (11 percent).

Table 2- 25: Cost Burden by Tenure

	Renter Households		Owner Households		Total Households	
	Number	Percent of Total	Number	Percent of Total	Number	Percent of Total
With Cost Burden >30%	2,365	45.6%	2,985	28.0%	5,350	33.8%
With Cost Burden >50%	940	18.1%	1,170	11.0%	2,110	13.3%
Total	5,190	100.0%	10,650	100.0%	15,840	100.0%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2013-2017 ACS, 2020.

Table 2- 26 shows more detailed information on cost burden by income group, tenure, and household type. Overall, cost burden tends to impact proportionately more senior homeowners more than senior renters, with the exception of low income senior renters. Rates of overpayment for small families were over 50 percent in all lower income categories. Extremely low income small family households who rent are particularly impacted, with 95 percent experiencing a cost burden and 87 percent experiencing a severe cost burden. Large family households were similarly impacted. The rate of overpayment for very low income large families was 92 percent. Overpayment is a significant issue for renting large families at nearly every income level, indicating that affordable larger rental units may be rare in Cypress.

Table 2- 26: Cost Burden by Income Level, Tenure, and Household Type[1]

Income Group	Tenure	Cost Burden					
		Seniors		Small Family		Large Family	
		>30%	>50%	>30%	>50%	>30%	>50%
<= 30% HAMFI[2]	Owner	64%	51%	80%	61%	0%	0%
	Renter	56%	18%	95%	87%	100%	100%
31-50% HAMFI	Owner	43%	19%	64%	55%	92%	77%
	Renter	42%	7%	87%	50%	92%	42%
51-80% HAMFI	Owner	29%	10%	67%	20%	36%	14%
	Renter	72%	0%	64%	10%	75%	10%
81-100% HAMFI	Owner	23%	7%	39%	4%	33%	3%
	Renter	0%	0%	33%	0%	67%	0%
>100% HAMFI	Owner	10%	1%	10%	1%	14%	0%
	Renter	7%	0%	9%	0%	0%	0%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2013-2017 ACS, 2020.
Notes:
1. Data presented in this table are based on special tabulations from the American Community Survey (ACS) data. Due to the small sample size, the margins for error can be significant. Interpretations of these data should focus on the proportion of households in need of assistance rather than on precise numbers.
2. HAMFI = HUD Area Median Family Income

2.3.8.2. OVERCROWDING

The Census defines overcrowding as an average of more than one person per room in a housing unit, including living and dining room but excluding kitchens, bathrooms, and hallways. Severe overcrowding occurs when a unit is occupied by more than 1.5 persons per room. The incidence of overcrowded housing is a general measure of whether there is an available supply of adequately sized housing units. Overcrowding can also occur when housing costs are high in relation to income and families are forced to live together in order to pool income to pay the rent or mortgage. Table 2-27 shows the incidence of overcrowding in Cypress by tenure, as estimated by the 2014-2018 American Community Survey.

Table 2- 27: Overcrowding by Tenure

Overcrowding	Cypress		Orange County	
	Number	Percent of Total	Number	Percent of Total
Owner Occupied Units	10,492	100.0%	592,269	100.0%
Not Overcrowded (1.00 or Less Occupants/Room)	10,230	97.5%	570,469	96.3%
Overcrowded				
1.01 to 1.50 Occupants/Room	235	2.2%	15,731	2.7%
1.51 or More Occupants/Room	27	0.3%	6,069	1.0%
Renter Occupied Units	5,332	100.0%	440,104	100.0%
Not Overcrowded (1.00 or Less Occupants/Room)	4,871	91.4%	370,391	84.2%
Overcrowded				
1.01 to 1.50 Occupants/Room	371	7.0%	43,900	10.0%
1.51 or More Occupants/Room	90	1.7%	25,813	5.9%
Total Overcrowded	723	4.6%	91,513	8.9%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

In 2018, an estimated total of 723 households experienced overcrowding in Cypress, representing just under 5 percent of all households in the City. County-wide approximately 9 percent of households experienced overcrowded conditions. In Cypress, a higher proportion of renter households experienced overcrowding (9 percent) when compared to owner occupied households (3 percent). There are a total of 117 households in the City experiencing severe overcrowding.

2.4. REGIONAL HOUSING NEEDS

State law requires all regional councils of governments to develop housing needs plans for its region and determine the portion allocated to each jurisdiction. This is known as the Regional Housing Needs Assessment (RHNA) process. State Housing Element law further requires that each city and county develop local housing programs to meet its RHNA allocation, or its "fair share" of existing and future housing needs for all income groups, as determined by the jurisdiction's Council of Governments. This fair share allocation concept seeks to ensure that each jurisdiction accepts responsibility for the housing needs of not only its resident population, but also for the jurisdiction's projected share of regional housing growth across all income categories.

In the six-county Southern California region, which includes Cypress, the agency responsible for assigning these regional housing needs to each jurisdiction is SCAG. SCAG's final RHNA allocation plan for the 6th Cycle was adopted by SCAG and approved by HCD in March 2021. The 6th Cycle RHNA methodology was notably different than previous cycles in that it included job accessibility and transit accessibility as factors in determining RHNA allocations for individual jurisdictions. Additionally, designated disadvantaged communities were given special consideration, and a

portion of the RHNA for disadvantaged communities was distributed to other jurisdictions that are not disadvantaged. By contrast, the 4th and 5th Cycle RHNA methodologies relied almost solely on project household growth. The RHNA represents the minimum number of housing units each community is required to provide "adequate sites" for through zoning, and is one of the primary threshold criteria necessary to achieve HCD approval of the Housing Element.

As defined by the RHNA process, Cypress' new construction need for the 2021-2029 period has been established at 3,936 new units, distributed among the four income categories as shown in Table 2- 28. The City will continue to provide sites for a mix of single-family, multi-family and mixed-use housing, supported by a variety of programs to enhance affordability, to accommodate its RHNA and contribute towards addressing the growing demand for housing in the Southern California region, as discussed in the Housing Resources section of this Technical Report.

Table 2- 28: Cypress Regional Housing Needs Allocation (2021-2029)

Income Level	Percent of AMI1	Units	Percent of Total RHNA
Very Low[2]	0-50%	1,150	29%
Low	51-80%	657	17%
Moderate	81-120%	623	16%
Above Moderate	120%+	1,506	38%
TOTAL		**3,936**	**100%**

Source: SCAG, 6th Cycle Final RHNA Allocation Plan, March 2021.
Notes:
1. AMI – Area Median Income
2. An estimated half of Cypress' very low income housing needs (575 units) are for extremely low income households earning less than 30% AMI, pursuant to AB 2634.

This page intentionally left blank.

3. HOUSING CONSTRAINTS

Although the City of Cypress strives to ensure the provision of adequate and affordable housing to meet the needs of the community, many factors can constrain the development, maintenance, and improvement of housing. These include market mechanisms, government regulations and policies, and infrastructure and environmental constraints. This section addresses these potential constraints that may affect the supply and cost of housing in Cypress.

3.1. GOVERNMENTAL CONSTRAINTS

Actions or policies of governmental agencies, whether involved directly or indirectly in the housing market, can impact the ability of the development community to provide adequate housing to meet consumer demands. For example, the impact of federal monetary policies and the budgeting and funding policies of a variety of departments can either stimulate or depress various aspects of the housing industry. Local or State government compliance or the enactment of sanctions for noncompliance with the federal Clean Air and Water Pollution Control Acts can impact all types of development.

State agencies and local government compliance with State statutes can complicate the development of housing. Statutes such as the California Environmental Quality Act (CEQA) and rezoning and General Plan amendment procedures required by the California Government Code can also act to prolong the review and approval of development proposals by local governments. In many instances, compliance with these mandates establishes time constraints that cannot be altered by local governments. City policies can also impact the price and availability of housing in Cypress. Land use controls, site improvement requirements, building codes, fees, and other local programs to improve the overall quality of housing may serve as constraints to housing development. The following public policies can affect overall housing availability, adequacy, and affordability.

3.1.1. LAND USE CONTROLS

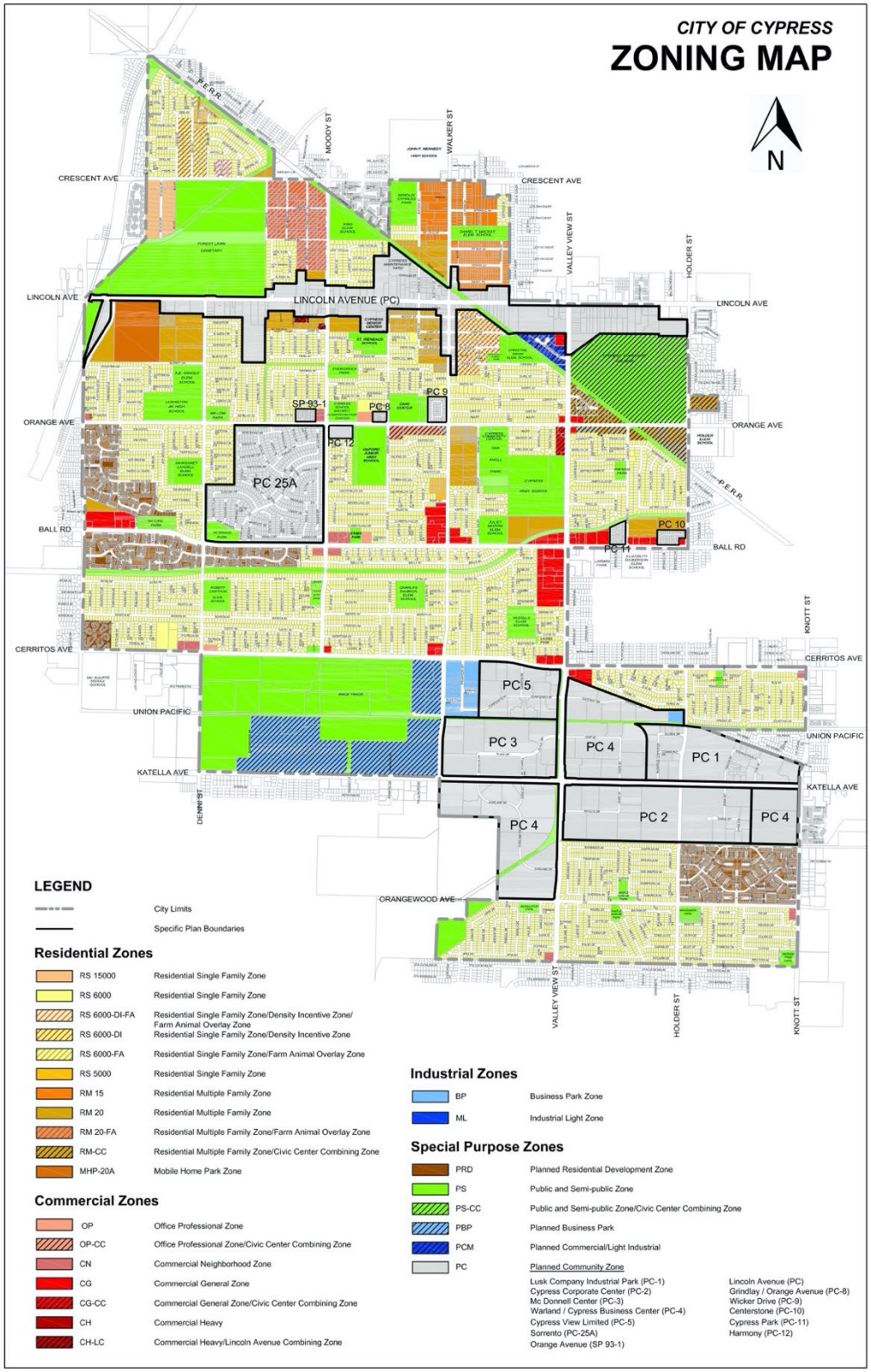
The Cypress General Plan and Zoning Ordinance provide for a range of residential land use designations/zones in the City. Land use designations/zones that allow for residential development are presented in Table 3- 1. The City's Zoning Map is shown in Figure 3- 1.

Table 3- 1: Residential Land Use and Zoning

General Plan Land Use Designation	Zoning Designation	Max. Density	Description
Low Density Residential	RS-15000; RS-6000; RS-5000	5 du/ac	Provides for the development of low density detached single family dwelling units.
Medium Density Residential	RM-15	15 du/ac	Provides for development of medium density duplexes, townhomes, condominiums, and apartments, or other group dwellings.
High Density Residential	RM-20	20 du/ac	Provides areas for the development of apartments, condominiums, townhouses, or other group dwellings.
Mobile Home Park	MHP-20A	12 du/ac	Provides for the exclusive development of mobile home parks subject to certain restrictions.

Source: City of Cypress, General Plan Land Use Element and Zoning Ordinance, 2021

Figure 3- 1: Cypress Zoning Map



3.1.2. RESIDENTIAL DEVELOPMENT STANDARDS

The City's Zoning Ordinance contains development standards for each zoning district consistent with the land use designations of the General Plan. The Zoning Ordinance establishes development standards for each zone to ensure quality development in the community. Development criteria, as specified in the Zoning Ordinance, are presented in Table 3- 2. These development standards are typical and consistent with standards established in surrounding communities.

Table 3- 2: Residential Development Standards

Development Standard	RS-15000	RS-6000	RS-5000[1]	RM-15[2]	RM-20[2]	MHP-20A
Minimum Parcel Size	15,000 s.f.	6,000 s.f.	10,000 s.f.	10,000 s.f.	10,000 s.f.	20 acres
Minimum Parcel Width	100'	60'	50'	100'	100'	250'
Minimum Setbacks						
Front (1st Story; 2nd Story)	30'; 35'	20'; 25'	10' from driveway	20'	20'	20'
Side (1st Story; 2nd Story)	10'; 15'	5' on 1 side; 10' on 1 side.	0' on 1 side; 10' min bldg distance	5';10'	5';10'	10'
Street Side (1st Story; 2nd Story)	10'; 15'	10'; 15'	15'	10'	10'	10'
Rear	25'	10'	15'	10'	10'	5';8'
Maximum Height	35'	35'	30' or 2 stories	35'	35'	–
Minimum Unit Size	1,500 s.f.	1,100 s.f.	1,200 s.f.	450 s.f. - studio; 600 s.f. - 1-bd; 750 s.f.- 2-bd; 900 s.f. - 3-bd		–
Density (du/acre)	2.5	5.0	8.712	15[3]	20[3]	12.4
Maximum Lot Coverage	35%	40%	40%,	40%	45%	75%
Minimum Landscaped Open Area	N/A	N/A	N/A	35%	35%	20% per lot[4]

Source: City of Cypress, Zoning Ordinance, 2021

Notes:

1. RS-5000 allows for zero lot line development and may incorporate common areas and private streets
2. RM-15 and RM-20 allow buildings on existing lots with less than minimum parcel size or minimum width
3. Allowable density in the RM-15 and RM-20 zones may be increased by 20% for multi-family development projects that consolidate substandard parcels with substandard widths to create a minimum net aggregate parcel area of 30,000 square feet.
4. MHP-20A requires a minimum recreation area of 150 square feet per lot/space and 200 square feet per lot/space if children are allowed

The cumulative effect of the City's residential development standards does not constrain the expansion of housing opportunities. Density standards of the Zoning Ordinance are consistent with the densities established for General Plan land use categories. The setback requirements provide minimal light and air for development, are typical in the region, and do not unreasonably constrain housing opportunities. Additionally, the Zoning Ordinance allows for multi-family development within the RM-15 and RM-20 zones on existing lots that do not meet minimum size or width requirements. The City has also incentivized lot consolidation in the RM-15 and RM-20 zones by allowing a 20 percent increase in density for consolidation of substandard parcels.

All residential uses are currently required to provide the number of parking spaces outlined in Table 3- 3. For single family residences, a two-car garage is generally required. This is consistent with most communities in Orange County.

Parking requirements for multi-family developments are based on the number of bedrooms. Guest parking is also required for developments with four or more units. For multi-family developments, the Zoning Ordinance requires the spaces for each unit to be enclosed; however, it does not require them to be within a private garage. Given the typical site conditions for sites within Cypress, the requirement for enclosed spaces does not constitute a constraint to development. Due to allowable densities and lot sizes, enclosed parking garages are preferred by the development community as well as potential residents. The majority of sites in Cypress would not be able to accommodate the maximum density if surface parking was proposed, even if the number of spaces required was significantly lower. Additionally, developers of affordable and senior housing who are eligible for a density bonus pursuant to Government Code Section 65919-65918 are eligible to use the reduced parking standards established by State law.

Nevertheless, construction of required parking can represent a significant portion of the total development cost for multi-family developments. Therefore, a program has been included in the Housing Element to evaluate the City's multi-family and mixed-use parking standards and potential mitigating strategies to lower the cost of development of required parking facilities.

Table 3- 3: Residential Parking Requirements

Use	Parking Requirement
Single family dwelling units	2-car garage for units with up to four bedrooms; 3-car garage for units with 5+ bedrooms
Single-family dwelling units, small lot development	2-car garage, 2 open spaces per unit (may be located on driveway), 1 unassigned open space for guests per unit
Multi-family dwelling units, excluding condominiums	Studio: 1 enclosed space per unit 1-bedroom: 1 enclosed space plus 0.5 open space per unit 2-bedroom: 2 enclosed spaces per unit 3-bedroom: 2 enclosed spaces plus 0.5 open space per unit Guest Parking: 0.25 open spaces per unit for developments with 4+ units
Attached condominiums, townhomes, patio homes, and detached condominiums with 2 or fewer bedrooms	Studio: 1 enclosed space per unit 1-bedroom: 1 enclosed space plus 0.5 open space per unit 2-bedroom: 2 enclosed spaces per unit 3-bedroom: 2 enclosed spaces plus 0.5 open space per unit Guest Parking: 0.5 open spaces per unit
Detached condominiums with 3+ bedrooms	2-car garage plus 2 open spaces per unit
Dormitories and group homes	1 space per room
Mobile home parks	1 covered space in conjunction with each mobile home plus 1 guest space for every 6 units
Planned Residential Developments	2 enclosed spaces per unit, one open space per unit, one open guest space per unit (open spaces may be located on driveway).

Source: City of Cypress, Zoning Ordinance, 2021

The City monitors closely its development standards and their impact on development. Periodically, the City made amendments to its Zoning Ordinance to ensure development standards respond to market trends. Cypress has adopted other provisions in the Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, as discussed below.

3.1.2.1. AFFORDABLE HOUSING DENSITY BONUS

The City's Affordable Housing Density Bonus provisions (Article 3, Section12 of the Zoning Code) have not been updated to be consistent with State law since 2010. However, the City utilizes Government Code Section 65915-65918 to review projects seeking a density bonus as the State law has been modified significantly since 2010. AB 1763 made a number of changes to density bonus requirements for affordable projects. The bill requires a density bonus to be granted for projects that include 100 percent lower income units, but allows up to 20 percent of total units in a project

that qualifies for a density bonus to be for moderate-income households. Under the revised law, density bonus projects must be allowed four incentives or concessions, and for developments within ½ mile of a major transit stop, a height increase of up to three additional stories or 33 feet. A density bonus of 80 percent is required for most projects, with no limitations on density placed on projects within ½ mile of a major transit stop. The bill also allows developers to request the elimination of minimum parking requirements for rental units affordable to lower-income families that are either supportive housing or special needs housing, as defined. AB 2345 signed by the Governor in September 2020 further incentivizes the production of affordable housing. The Housing Plan includes a program to amend the zoning ordinance to ensure the affordable housing density bonus regulations conform to current state law.

The Affordable Housing Density Bonus provisions have been effective in creating affordable housing within the City. During the planning period from 2014 to 2021, four residential projects utilized the density bonus incentive, resulting in a total of 10 income-restricted housing units, including three condominium units and seven rental units.

3.1.2.2. DENSITY INCENTIVE OVERLAY DISTRICT

This overlay zoning district is designed to address development of larger parcels of residential land in the City, either existing or newly combined. The intent is two-fold: 1) to ensure maintenance of the low-density residential character of the area while accommodating larger parcels of land, and 2) to provide for the option of multi-family residential development in single-family districts by providing density increases up to 11 units per acre for combining parcels. The maximum density of the underlying zone (RS 6000) is five units per acre. Table 3- 4 shows the development standards that apply to the Density Incentive Overlay.

Table 3- 4: Density Incentive Overlay Zone Development Standards

Development Standard	Requirement
Minimum Parcel Size	13,000 square feet
Minimum Structure Site per Unit	3,950 square feet
Minimum Parcel Width	100 feet
Minimum Parcel Depth	130 feet
Front and Rear Setbacks	20 feet
Sideyard Setback	5 feet (single-story), 10 feet (two-story)
Street Setback	10 feet
Maximum Parcel Coverage	40%
Maximum Structure Height	35 feet
Minimum Dwelling Unit Size	450 sq ft – Studio
	600 sq ft - 1 Bedroom
	750 sq ft - 2 Bedroom
	900 sq ft - 3 Bedroom

Source: City of Cypress, Zoning Code, 2021

The Density Incentive Overlay is located primarily in a single family residential pocket located south of Lincoln Avenue and east of Walker Street. A small area north of Forest Lawn Cemetery is also within the overlay.

3.1.2.3. SMALL LOT DEVELOPMENT

The City established the RS-5000 zone district as a means of facilitating small lot, single family, urban residential development subject to special development standards and design guidelines. The zone allows for higher density than the City's other single family residential zones while ensuring quality design and neighborhood compatibility.

3.1.2.4. SPECIAL PURPOSE ZONING DISTRICTS

The Cypress zoning code establishes special purpose zones for public and semi-public (PS), planned residential (PRD), and planned community (PC) development. Special purpose zoning districts permit design and development standards to be established that are tailor-made for planned project areas with unique attributes. The PS zoning district sets aside properties to be developed with public uses, other than street rights-of-way. The district is also intended to identify and preserve historic and community significance for the enjoyment of future generations. Senior housing - Affordable is a conditionally permitted use in the PS zone.

The PRD zoning district is established to provide flexibility in the design of residential projects. The district allows for more creative and innovative residential subdivision and unit design, promoting more economical and efficient use of the land, a higher level of urban amenities, and preservation of the natural and scenic qualities associated with open spaces.

The PC zoning district is established to provide opportunities for the design and development of integrated, master-planned projects in specific areas of the City. The district permits a compatible use of land uses, planned commercial developments, and business parks, and a variety of housing styles and densities.

3.1.2.5. LINCOLN AVENUE SPECIFIC PLAN

Lincoln Avenue is one of Cypress' commercial thoroughfares. To facilitate revitalization and economic investment along Lincoln Avenue, in 1990 the City adopted a Redevelopment Plan (now obsolete) for Lincoln Avenue and in 1999 adopted the Lincoln Avenue Specific Plan. The Specific Plan encourages both higher density multi-family residential and mixed-use development as a means of stimulating pedestrian and transit-oriented activity along this street. The Specific Plan initially separated the corridor into eight districts, four of which allow medium- to high-density residential development: 1) Residential Mixed Use (RM), 2) Commercial Mixed Use (CM), 3) Campus Village (CV), and 4) Downtown (D). Initially, the Plan permitted residential densities at a maximum of 20 dwelling units per acre throughout the corridor, with increased densities possible through the City's density bonus provision. In 2009, following the adoption of the 2008-2014 Housing Element, the City amended the Specific Plan to create a new Residential (R30) district within the existing PC Lincoln Avenue Zone. The R30 district permits exclusively high-density residential uses at a density of 30 dwelling units per acre, with the potential to utilize a density bonus as permitted by State law. The Council also amended the Residential Mixed Use district to allow up to 30 dwelling units per acre. In 2016, the City adopted another amendment to the Specific Plan which created a Commercial Preservation Overlay which is restricted commercial use only, and is focused on high performing commercial intersections within the Specific Plan area. Table 3- 5 provides the development standards for the five districts within the Specific Plan which encourage residential infill and mixed-use development.

The Specific Plan also provides development incentives, such as no processing fees, reduction of parking/landscaping requirements, density bonus, and increased floor area ratio and lot coverage for projects that provide amenities beyond those required (Section 7.3.1 of the Specific Plan).

The City has completed an extensive streetscape improvement project that significantly upgraded the visual image of the Lincoln Avenue corridor. With the Specific Plan and streetscape amenities in place, as well as efforts to revitalize and intensify housing development along the corridor, Lincoln Avenue has become a focal point for economic development and is positioned for significant change. As residential development has been realized in the Specific Plan area, the City has modified certain development standards to better facilitate development. For example, the City has reduced the front yard setback for residential projects in the Specific Plan area. Additionally, as part of the amendment to the Specific Plan in 2009, the specific development standards were reviewed and revised to ensure achievement of these higher densities in both exclusively residential and mixed-use developments.

Generally, the amended Specific Plan has been an effective mechanism for the creation of affordable units and the development of higher-density residential projects. Three residential projects were built within the Specific Plan area

over the last planning period (4552 Lincoln Ave.; 4620 Lincoln Ave.; and 9071-91 Walker St.) for a total of 153 housing units. Additionally, each project received a density bonus, resulting in a total of nine new income-restricted affordable units. However, in order to accommodate the 6th Cycle RHNA, future amendments to the Lincoln Avenue Specific Plan have been included in the Housing Programs for the Housing Element.

Table 3- 5: Lincoln Avenue Specific Plan Development Standards

Development Standard	Residential Mixed Use	Commercial Mixed Use	Campus Village	Downtown	R30 Residential
Minimum Parcel Size	10,000 sf	10,000 sf	20,000 sf	10,000 sf	10,000 sf
Minimum Lot Frontage	150 ft	150 ft	300 ft	100 ft	100 ft
Maximum Floor Area Ratio (FAR)	0.5:1	0.5:1	0.5:1	0.5:1	-
Maximum FAR with Density Bonus[1]	-	1:1	1:1	-	-
Maximum Height for Residential Buildings	50 ft	30 ft	30 ft	35 ft	50 ft
Max. % Lot Coverage	-	-	-	60	-
Maximum Front Setback	-	-	-	10 ft	-
Minimum Setbacks					
Front	10 ft	10 ft	2 ft[2]	2 ft	10 ft
Side	5 ft	5 ft	5 ft	5 ft	5 ft
Side – adjacent to residential zone	20 ft	20 ft	20 ft	20 ft	-
Rear	5 ft	5 ft	5 ft	5 ft	5 ft
Rear – adjacent to residential zone	20	20	20	20	-
Minimum Unit Size (s.f.)	450 - studio; 600 - 1-bd; 750 - 2-bd; 900 - 3-bd				
Density (du/acre)	30	20	20	20	30

Source: City of Cypress, Lincoln Avenue Specific Plan, amended 2016.
Notes:
1. An FAR of 1:1 can only be achieved with a one acre parcel and either a mix of high density residential, retail, restaurant, cultural/entertainment in the CV or a mix of high density residential and commercial in the CM districts.
2. Buildings may encroach into the front 10' landscape setback area, but no closer than 24" from the boundary of the public right-of-way. Parking shall not encroach into the 10' landscaped setback area.

3.1.2.6. CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0

The Cypress Town Center and Commons (CTCC) Specific Plan 2.0 establishes a comprehensive master plan and regulatory framework for the use and development of approximately 154.4 acres of land encompassing the Los Alamitos Race Track, former golf course and surrounding land. The Specific Plan area is divided into six land use districts that govern the design and development of a mixed-use, sustainable community. One of the primary features of the plan is the town center district, which is intended to be the City's "main street" and a gathering place for the community, and will include a vibrant mix of entertainment, retail, restaurant, commercial and residential uses. The Specific Plan allows for 250 residential units within the Town Center District and an additional 1,000 units spread throughout the Residential, Senior Housing/Medium-Density Residential, Mixed-Use (Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR) Districts. Table 3- 6 summarizes the maximum allowable density and allowable residential uses within each district of the Specific Plan.

Table 3- 6: Cypress Town Center and Commons Specific Plan Allowable Residential Uses

District	Max. Allowable Density[1]	Allowable Residential Uses
Residential: Single-Family Detached Subdistrict	5 du/ac; 8 du/ac[2]	Permitted: Single-family dwellings; Senior Housing; Small Community Care Facilities CUP: Detached condominiums; Condominium conversions
Residential: Single-Family Attached Subdistrict	10 du/ac	Permitted: Single-family dwellings; Condominiums/townhouses; Duplexes; Senior Housing; Small Residential and Community Care Facilities; Group Homes CUP: Condominium conversions
Town Center	20 du/ac[3]	Permitted: Multi-family dwelling units; Live/work units;
Senior Housing/Medium-Density Residential	20 du/ac; 15 du/ac[4]	Permitted: Senior Housing; Condominiums/townhouses; Duplexes; Multi-family dwelling units; single-family dwelling units; Assisting living and memory care facilities; Small Residential and Community Care Facilities; Group homes CUP: Detached condominiums/townhouses; Condominium conversions; Density bonuses; Dormitories; Convalescent/rest homes; Large residential and community care facilities
Mixed Use (Town Center/MDR)	15-20 du/ac, dependent upon use	All permitted and conditionally permitted uses in the Town Center and Senior Housing/Medium Density Residential Districts
Mixed-Use (Town Center/SFR/MDR)	8-20 du/ac, dependent upon use	All permitted and conditionally permitted uses in the Town Center and Residential Districts; All permitted and conditionally permitted uses relating to medium-density development in the Senior Housing/Medium-Density Residential District

Source: City of Cypress, Cypress Town Center and Commons Specific Plan 2.0, 2017
Notes:
1. While these densities effectively limit the number of residential units within each district, the total number of residential units in the Residential District, the Senior Housing/Medium-Density Residential District and the Mixed-Use Districts shall not exceed 1,000 units.
2. Density is 5 du/ac for lots within 100 feet of Cerritos Avenue and 8 du/ac for lots more than 100 feet from Cerritos Avenue.
3. A maximum of 250 residential units are permitted in the Town Center District, including live/work units.
4. Maximum allowable density is 20 du/ac for senior housing and 15 du/ac for other residential uses.

3.1.3. PROVISION FOR A VARIETY OF HOUSING TYPES

Housing Element law specifies that jurisdictions must identify adequate sites to be made available through appropriate zoning and development standards to encourage the development of various types of housing for all economic segments of the population, including multi-family residential housing, factory built housing, emergency shelters, transitional housing, and supportive housing. Table 3- 7 summarizes the housing types permitted in each of the Cypress zoning districts.

Table 3- 7: Housing Types by Zone

Housing Types Permitted	Zoning District								
	RS-15000/ RS-6000	RS-5000	RM-15/ RM-20	MHP-20A	OP/ CN	CG/ CH	PS-1A	LA[1]	CTCC[2]
Single-Family	P	CUP	P					CUP	P
Multiple-Family 2 - 3 units 4+ units			 P CUP					 P/CUP[3] P/CUP[3]	 P P
Mixed Use								CUP	
Senior Housing			CUP[5]				CUP[6]		P
Single Room Occupancy (SRO)								CUP	
Manufactured Housing	P	P	P	P					
Mobile Home Park				P					
Live/Work Unit					CUP				P
Second Units	P	P	P					P	P
Residential Care Facilities (6 or fewer)[4]	P	P	P		CUP	CUP	CUP	P	P
Residential Care Facilities (7 or more)[4]			CUP		CUP	CUP	CUP	P	CUP
Group Homes	P	P	P	P					P
Transitional Housing/ Supportive Housing[4]	P	P	P		CUP	CUP	CUP	P	P/ CUP
Emergency Shelters								P	

P = Permitted CUP = Conditional Use Permit

Source: City of Cypress Zoning Ordinance; Lincoln Avenue Specific Plan; Cypress Town Center and Commons Specific Plan 2.0.

Notes:

1. LA = Lincoln Avenue Specific Plan. This column indicates whether a use is permitted or conditionally permitted in one or more districts within the Lincoln Avenue Specific Plan. Refer to the Lincoln Avenue Specific Plan for detailed information on specific districts.
2. CTCC = Cypress Town Center and Commons Specific Plan 2.0. This column indicates whether a use is permitted or conditionally permitted in one or more districts within the CTCC. Refer to Table 3- 6 for more information on specific districts.
3. Multi-family residential development is a permitted use in the Residential Mixed Use and R30 districts of the Lincoln Avenue Specific Plan and requires a CUP in the Commercial Mixed Use and Campus Village Districts.
4. Transitional housing and supportive housing are permitted as community care facilities.
5. Assisted Living Facilities are conditionally permitted.
6. Senior housing in the PS-1A zone must have an affordable component.

3.1.3.1. SINGLE FAMILY HOUSING

Single family housing is permitted by-right in the RS-15000, RS-6000, RM-15, and RM-20 zones. It is also permitted within the Residential, Senior Housing/Medium-Density Residential, Mixed-Use (Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR) Districts of the CTCC Specific Plan. Due to the special provisions for small lot development in the RS-5000 zone and the Lincoln Avenue Specific Plan (Residential Mixed Use District), a conditional use permit is required for single family developments in these zones.

3.1.3.2. MULTIPLE FAMILY HOUSING

The Zoning Ordinances provides for multi-family developments in the RM-15 and RM-20 zones, with maximum allowable densities ranging from 15 to 20 dwelling units per acre. Developments with three or less units are permitted by-right in these zones while developments with four or more units require a conditional use permit. Multi-family developments with densities up to 20 units per acre are permitted by right in the Town Center, Senior Housing/Medium-Density Residential, Mixed-Use (Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR) Districts of the CTCC Specific Plan. Duplexes are also permitted by right in the Single-Family Attached Subdistrict of the CTCC Specific Plan.

Within the Lincoln Avenue Specific Plan, multi-family developments are permitted by-right in the Residential Mixed Use and R30 districts and require a conditional use permit in the Commercial Mixed Use and Campus Village Districts.

3.1.3.3. MIXED USE

Mixed use projects combine both non-residential and residential uses on the same site. Mixed use development can help reduce the effects of housing cost burden by increasing density and offering opportunities for reduced vehicular trips by walking, bicycling or taking public transportation. Mixed use development is allowed by conditional use permit in the Commercial Mixed Use, Downtown, Campus Village, and Residential Mixed Use districts of the Lincoln Avenue Specific Plan.

3.1.3.4. LIVE/WORK UNITS

The Cypress Zoning Ordinance defines live/work facilities as "an integrated dwelling unit and working space (e.g., the creation and retail sales of arts and crafts), occupied and utilized by a single housekeeping unit in a structure that has been modified or designed to accommodate joint residential occupancy and work activity located in a commercial, industrial, or mixed-use zoning district, and which includes complete kitchen and sanitary facilities in compliance with applicable building standards and working space reserved for and regularly used by one or more occupants of the unit. May include limited walk-in trade."

Live/work units are conditionally permitted in the OP and CN zones and are permitted by-right in the Town Center, Mixed-Use (Town Center/MDR), and Mixed-Use (Town Center/SFR/MDR) districts of the CTCC Specific Plan.

3.1.3.5. SENIOR HOUSING

The Cypress Zoning Ordinance does not provide a definition for senior housing; however, California Civil Code Section 51.3 defines "senior citizen" as a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development, and "senior citizen development" as a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units.

In the PS-1A zone, affordable senior housing is allowed with a conditional use permit. The Zoning Ordinance is silent on senior housing within the other zones; however, assisted living facilities are conditionally permitted in the City's multi-family zones.

The CTCC Specific Plan contains significant provision for senior housing. The Specific Plan defines "senior housing" as independent living units or other independent housing that is occupied by a qualifying resident under State law who is 55 years of age or older, and may include common dining areas and other community facilities. Senior housing is permitted by-right in all districts of the Specific Plan, except for the Town Center. Within the Senior Housing/Medium Density Residential District senior housing development is permitted at a greater density (20 du/ac) than other multi-family development (15 du/ac) and is also subject to more flexible development standards (i.e. reduced setbacks).

3.1.3.6. MANUFACTURED HOUSING/MOBILE HOMES

Manufactured housing and mobile homes offer an affordable housing option to many low and moderate income households. The California Department of Finance estimated that there were 421 mobile homes in the City as of January 2020. According to the National Manufactured Home Construction and Safety Act of 1974, a manufactured home built and certified after June 15, 1976, and constructed on a permanent foundation may be located in any residential zone where a conventional single-family detached dwelling is permitted subject to the same restrictions on density and to the same property development regulations. Manufactured homes are currently allowed in all residential zones, subject to foundational regulations found in Government Code Section 65852.3. Manufactured housing is treated the same as single-family dwellings, and is subject to the same property development standards and permitting process. Zoning regulations requires manufactured housing to be architecturally compatible (roofing overhangs, roofing materials, exterior siding, stucco, etc.) with single-family dwellings. Mobile home parks are allowed within the MHP-20A zone.

3.1.3.7. ACCESSORY DWELLING UNITS (SECOND UNITS)

Per Government Code Section 65852.2, an "accessory dwelling unit" is defined as "an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated." Accessory dwelling units (ADUs) may be an alternative source of affordable housing for lower-income households and seniors.

The City of Cypress last updated its Zoning Ordinance with regards to ADUs (formerly known as second units) in 2006. The Ordinance permitted second units by-right in all single-family residential zones. However, with substantial changes in State Law since 2006, the City's Zoning Ordinance currently does not comply with State requirements and City staff utilizes Government Code Section 65852.2 to review proposed ADU applications.

Recent State legislation, including AB 68, AB 587, AB 881, and SB 13, address standards and regulations for Accessory Dwelling Units (ADUs). The bills modify the fees, application process, and development standards for accessory dwelling units, with the goal of lowering barriers to accessory dwelling unit development and increasing overall numbers of accessory dwelling units. Some of the key provisions include:

- Prohibiting standards related to lot coverage standards, lot size, FAR, or open space that have the effect of limiting ADU development
- Allowing ADUs within or attached to attached garages, storage areas, or accessory structures
- Removing requirements to replace parking when a garage or carport is demolished to develop an ADU
- Prohibiting maximum sizes for ADUs that are less than 850 sf (1,000 for units with 2+ bedrooms)

Since the City's regulations pertaining to second units have not been updated since 2006, the Housing Plan of this Housing Element includes a program to amend the Zoning Ordinance to comply with current State regulations relating to Accessory Dwelling Units.

3.1.3.8. BOARDING HOUSES

Boarding houses are facilities in which food and/or shelter is provided to unrelated persons. Examples listed in the Zoning Ordinance include convalescent/rest homes, group homes and other similar operations. Group homes are a permitted use in all residential zones and convalescent/rest homes are conditionally permitted in the RM-15, RM-20, OP, CG, and CH zones.

3.1.3.9. RESIDENTIAL CARE FACILITIES

The Lanterman Developmental Disabilities Services Act (Lanterman Act) is the part of California law that sets out the rights and responsibilities of persons with developmental disabilities. The Lanterman Act impacts local zoning ordinances by requiring the use of property for the care of six or fewer disabled persons to be classified as a residential use, permitted by right, under zoning provisions. More specifically, a State-authorized, certified or licensed family care home, foster home, or a group home serving six or fewer disabled persons or dependent and neglected children on a 24-hour-a-day basis is considered a residential use that is to be permitted in all residential zones. No local agency can impose stricter zoning or building and safety standards on these homes. Due to the unique characteristics of larger (more than six persons) residential care facilities, many jurisdictions require a discretionary use permit to ensure neighborhood compatibility in the siting of these facilities.

The Cypress Zoning Code defines residential care facilities as "types of community care facilities, defined by the California Health and Safety Code Section 1502(a)(1) et seq., which include any family home, group care facility, or similar facility, where twenty-four (24) hour-a-day non-medical care is provided to persons residing on the premises, in need of assistance, guidance, personal services, protection, supervision, and training essential for sustaining the activities of daily living or for the protection of the individual. The establishments shall be licensed by the State of California Department of Social Services for non-medical care in compliance with the provisions of the State Community

Care Facilities Act or other applicable state law; and no medical care shall be provided at the establishments except incidental medical service as may be allowed, without additional authorization, certification, or licensing for non-medical care in compliance with State law. Also includes: children's homes, orphanages, rehabilitation centers, self-help group homes, and transitional houses."

Small residential care facilities (six or fewer persons) are permitted by-right in all residential zones in the City of Cypress as required by state law. Large residential and community care facilities (seven or more persons) are conditionally permitted in the City's multi-family zones. Residential care facilities of any size are conditionally permitted within the City's commercial zones. Additionally, residential care facilities are permitted within certain districts of the Lincoln Avenue Specific Plan. The CTCC Specific Plan permits small facilities by-right and requires a conditional use permit for large facilities.

As written, the Zoning Ordinance complies with State law pertaining to residential care facilities. However, further review is needed to ensure the Zoning Ordinance requirements do not constrain the development of larger facilities serving seven or more individuals. The Housing Element includes a program to further review the Zoning Ordinance and made amendments should constraints to the development of large facilities be identified.

Review of the California Community Care Licensing Division inventory of community care facilities identifies five adult residential facilities in Cypress. These facilities provide 24-hour non-medical care for adults ages 18-59 who are unable to provide for their own daily needs, and currently provide assistance to 28 adults in Cypress. There are 12 residential care homes for the elderly, providing 72 beds for seniors age 60+ who need 24-hour assisted living. The City's regulations have served to provide needed housing opportunities for seniors and persons with disabilities, and do not treat such housing for persons differently based on the personal characteristics of the residents.

3.1.3.10. SINGLE ROOM OCCUPANCY (SRO)

Single Room Occupancy (SRO) residences are small, one-room units occupied by a single individual, and may either have shared or private kitchen and bathroom facilities. SROs are rented on a monthly basis typically without rental deposit, and can provide an entry point into the housing market for extremely low-income individuals, formerly homeless, and disabled persons.

The City has adopted provisions in its Zoning Ordinance (Section 3.17.210) to accommodate and regulate establishment of SRO uses. SRO uses are allowed with a conditional use permit in the Lincoln Avenue Specific Plan Commercial Mixed Use (CM) and Campus Village (CV) districts. The City requires the following for SROs:

- Submittal of a management plan outlining policies and procedures; as well as an annual report to the City
- Resident manager available on a 24-hour basis for 16 or more units
- Requirement for weekly or monthly tenancies
- Restricted occupancy to very low and low income households at affordable rents
- Single occupancy rooms must be 175-220 square foot in size; double occupancy rooms must be 275-450 square foot in size and be not more than 10 % of all rooms in the development
- All rooms shall include a kitchen, bathroom, and closet
- Each SRO project shall have one monitored entrance, storage spaces, laundry facilities, and mailboxes for each room

These requirements provide flexibility in unit sizes and reflect common practice for SRO developments. The City's conditional use permit requirement does not place an undue timing or financial hardship on development of SRO projects. While the City has not had any applications for SROs, several of the older, long-term stay motels on Lincoln Avenue present potential opportunities for conversion. The City's SRO ordinance can facilitate the provision of housing affordable to extremely low and very low income households.

3.1.3.11. EMERGENCY SHELTERS AND LOW BARRIER NAVIGATION CENTERS

An emergency shelter is a facility that provides shelter to homeless families and/or homeless individuals on a limited short-term basis. According to the 2019 Point-in-Time Count for Orange County, there were 39 unsheltered people living in homelessness in Cypress. State law requires emergency shelters to be permitted by right in at least one zone where adequate capacity is available to accommodate at least one year-round shelter. In 2009, the City amended the Zoning Ordinance to allow emergency shelters for the homeless as a permitted use in the Commercial Mixed Use (CM) District of the Lincoln Avenue Specific Plan area. The CM District has a variety of commercial and residential uses, is a transportation corridor, and has potential sites for emergency shelters, particularly existing motels/hotels located along the corridor.

In addition to application of CM District development standards, pursuant to Government Code Section 65583, the City can also specify written, objective standards to regulate the following aspects of emergency shelters to enhance compatibility:

- The maximum number of beds or persons permitted to be served nightly by the facility;
- Off-street parking based on staffing levels only;
- The size and location of exterior and interior onsite waiting and client intake areas;
- The provision of onsite management;
- The proximity of other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart;
- The length of stay;
- Lighting; and
- Security during hours that the emergency shelter is in operation.

In reviewing the standards for emergency shelters within Section 3.17.240 of the Cypress Zoning Ordinance, the City's standards are not in compliance with State law. Specifically, AB 139 requires a City to permit by-right emergency shelter facilities with adequate capacity to serve the number of individuals identified in the most recent point-in-time homeless count. The City's standards with regard to length of stay, distance/separation, and parking are also out of compliance with State law. The Housing Element includes a program to make amendments to the City's emergency shelter standards to ensure they comply with all applicable state laws.

AB 101 requires cities to allow a Low Barrier Navigation Center development by right in areas zoned for mixed uses and nonresidential zones permitting multifamily uses if it meets specified requirements. A "Low Barrier Navigation Center" is defined as "a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing." Low Barrier shelters may include options such as allowing pets, permitting partners to share living space, and providing storage for residents' possessions. AB 101 also sets a timeline for jurisdictions to act on applications for Low Barrier Navigation Center developments. The requirements of this bill are effective through the end of 2026, at which point they are repealed. The Housing Plan of this Housing Element includes a program to amend the Zoning Ordinance to allow Low Barrier Navigation Centers by right in areas zoned for mixed use and nonresidential zones permitting multi-family uses.

3.1.3.12. TRANSITIONAL HOUSING AND SUPPORTIVE HOUSING

California Health and Safety Code (Section 50675.2) defines "transitional housing" and "transitional housing development" as buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Residents of transitional housing are usually connected to supportive services designed to assist the homeless in achieving greater economic independence and a permanent, stable living situation. Transitional housing can take several forms, including group quarters with beds,

single-family homes, and multi-family apartments and typically offers case management and support services to help return people to independent living (often six months to two years).

California Government Code Sections 65582 defines supportive housing as housing with no limits on the length of stay that is occupied by a "target population" and links this population with the provision of housing and social services. "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV/AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people (California Government Code Sections 65582(f) and (g)).

Cypress currently permits transitional and supportive housing as "Community Care Facilities". With six or fewer persons, this use is permitted by right in all residential zones (excluding the MHP-20A zone). Transitional housing or supportive housing for more than six persons is conditionally permitted in the RM-15, RM-20, and all commercial zones. Transitional and supportive housing is also permitted in the Lincoln Avenue Specific Plan. In the CTCC Specific Plan, facilities with six or fewer persons are permitted by right in certain districts and larger facilities (seven or more persons) are conditionally permitted in certain districts (see Table 3- 6). State law requires transitional and supportive housing to be defined as a residential use and subject only to the same regulations as comparable residential uses. Therefore, a Zoning Ordinance amendment to define transitional and supportive housing as a residential use, rather than as community care facilities, has been included in the Housing Element Programs.

AB 2162 requires supportive housing projects of 50 units or fewer to be permitted by right in zones where multi-family and mixed-use developments are permitted, when the development meets certain conditions. The City may choose to allow larger supportive housing projects by right in these zones. The bill also prohibits minimum parking requirements for supportive housing within ½ mile of a public transit stop. The Housing Plan of this Housing Element includes a program to amend the Zoning Ordinance to clarify where supportive housing developments are permitted by right, and that there are no minimum parking requirements for supportive housing within ½ mile of public transit.

3.1.3.13. EMPLOYEE AND FARM EMPLOYEE HOUSING

The Employee Housing Act (Health and Safety Code Section 17021.5) requires that employee housing providing accommodations for size or fewer employees be deemed a residential use subject to the same standards as single family residences. While the Cypress Zoning Ordinance allows for employee housing with administrative site plan approval in its commercial zones, it does not permit employee housing in any of the residential zones. Therefore, an amendment to the Zoning Ordinance is included in the Programs of the Housing Element to allow for employee housing subject to the same standards as single family residences.

The Census indicates there are currently 24 Cypress residents employed in farming, fishing, and forestry occupations. The City has no parcels remaining in agricultural use. Therefore, given the absence of farmworkers in the community, the City has not identified a need for specialized farmworker housing beyond overall programs for housing affordability.

3.1.4. HOUSING FOR PERSONS WITH DISABILITIES

Both the federal Fair Housing Act and the California Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodations (i.e., modifications or exceptions) in their zoning and other land use regulations when such accommodations may be necessary to afford disabled persons an equal opportunity to use and enjoy a dwelling.

The City has conducted a review of zoning and building code requirements and permitting procedures to identify potential constraints for housing for persons with disabilities. The City's policies and regulations regarding housing for persons with disabilities are described below.

3.1.4.1. ZONING AND LAND USE

Restrictive land use policies and zoning provisions can constrain the development of housing for persons with disabilities.

Definition of Family

Local governments may restrict access to housing for households failing to qualify as a "family" by the definition specified in the Zoning Ordinance. Specifically, a restrictive definition of "family" that limits the number of and differentiates between related and unrelated individuals living together may illegally limit the development and siting of group homes for persons with disabilities but not for housing families that are similarly sized or situated.[3]

The City of Cypress Zoning Ordinance does not include a definition of "family"; therefore, there are no constraints related to differentiation between related and unrelated individuals occupying a dwelling unit.

Residential Care Facilities

Under the State Lanterman Developmental Disabilities Services Act (aka Lanterman Act), small licensed residential care facilities for six or fewer persons must be treated as regular residential uses and permitted by right in all residential districts. The City of Cypress permits small licensed residential care facilities in all residential zones and does not have additional development standards for these facilities and is therefore in compliance with the Lanterman Act.

As previously noted, the City indends to further analyze the Zoning Ordinance to ensure that the requirements pertaining to large facilities do not constrain the development of such facilities. This analysis and any resulting Zoning Ordinance amendments have been included as a program in the Housing Element.

Parking Standards

Development in the City is required to meet parking standards for people with disabilities as required by state law, including requirements for the number and design of disabled parking spaces. The City provides flexibility in that the Zoning Ordinance allows for the City Council to approve parking waivers where applicants can demonstrate that adequate parking is provided on site.

Reasonable Accommodation

Development standards that may be acceptable in most cases may, under unique circumstances, constrain the development or improvement of housing for persons with disabilities. State and Federal law require jurisdictions to accommodate requests from persons with disabilities to waive specific requirements or standards of the Zoning Ordinance to ensure that their homes are accessible. For example, a setback and encroachment standard may need to be relaxed in order to accommodate the construction of a ramp. Whether a particular modification is reasonable depends on the circumstances, and must be decided on a case-by-case basis.

Although the City has permitted reasonable accommodations to allow ramps to encroach up to four feet into the front yard setback to provide first floor wheelchair access, there are no formal reasonable accommodation provisions in the Cypress Zoning Code outlining the criteria for approval or formalizing a procedure for the processing of accommodation requests.

3.1.4.2. BUILDING CODES

The City enforces the California Building Code (CBC), particularly Chapters 11A (Housing Accessibility) and 11B (Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Publicly Funded Housing), which regulate the access and adaptability of buildings to accommodate persons with disabilities. Furthermore, Government Code Section 12955.1 requires that 10 percent of the total dwelling units in multi-family buildings without elevators consisting of three or more rental units or four or more condominium units are subject to the following building standards for persons with disabilities:

[3] California court cases (City of Santa Barbara v. Adamson, 1980 and City of Chula Vista v. Pagard, 1981, etc.) have ruled an ordinance as invalid if it defines a "family" as: (a) an individual; (b) two or more persons related by blood, marriage, or adoption; or (c) a group of not more than a specific number of unrelated persons as a single housekeeping unit. These cases have explained that defining a family in a manner that distinguishes between blood-related and non-blood related individuals does not serve any legitimate or useful objective or purpose recognized under the zoning and land use planning powers of a municipality, and therefore violates rights of privacy under the California Constitution.

- The primary entry to the dwelling unit shall be on an accessible route unless exempted by site impracticality tests.
- The public and common areas shall be readily accessible to and usable by persons with disabilities.
- All the doors designed to allow passage into and within all premises shall be sufficiently wide to allow passage by persons in wheelchairs.
- All premises within covered multifamily dwelling units shall contain the following features of adaptable design:
    - An accessible route into and through the covered dwelling unit.
    - Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
    - Reinforcements in bathroom walls to allow later installation of grab bars around the toilet, tub, shower stall, and shower seat, where those facilities are provided.
    - Useable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

Compliance with provisions of the Code of Regulations, CBC, and federal Americans with Disabilities Act (ADA) is assessed and enforced by the Building Division of the Community Development Department as a part of the building permit submittal. The City has not adopted any amendments to the CBC that might diminish the ability to accommodate persons with disabilities.

3.1.4.3. CONCLUSION

The City has not adopted unique restrictions that would constrain the development of housing for persons with disabilities. The City does not impose additional zoning, building code, or permitting procedures other than those allowed by State law. There are no City initiated constraints on housing for persons with disabilities caused or controlled by the City. However, while the City works with reasonable accommodation applicants, there are no formalized criteria or processing procedures within the Cypress Zoning Code. Therefore, to mitigate this constraint, the Housing Plan of this Housing Element includes a program to update the Zoning Code to include provisions for reasonable accommodations which are consistent with state and federal law.

3.1.5. SITE IMPROVEMENTS

Developers of single-family residential tracts in the City are required to install arterial and local streets; sewer and water lines; storm drainage; curbs, gutters, and sidewalks; street lighting; underground utilities; and landscaping in the public right-of-way within and adjacent to a tract. These facilities are in most cases dedicated to the City or other agencies which are responsible for maintenance. Without the site improvement requirement, there are no other means of providing necessary infrastructure. Requirements for site improvements are at a level necessary to meet the City's costs and are necessary to protect health, safety, and welfare.

The cost of these required off-site improvements vary with the sales price of each dwelling unit depending on the nature of development (i.e., level of improvements required). The City may also impose development impact fees on future housing developments in order to recover some of the cost of installing off-site improvements including upgrading the circulation system and other urban service systems to serve increased density. The developed portions of Cypress have the majority of necessary infrastructure, such as streets, electrical and water facilities, already in place. However, due to the age of the existing housing stock and the related infrastructure, many areas of the City where recycled and infill housing development is expected to occur may require infrastructure improvements to ensure sufficient capacity at build-out. The City's discretionary permit process incorporates the applicable required improvements and/or impact fees (approved by City resolution), as conditions of approval, on a project-by-project basis.

The General Plan Circulation Element, along with the Subdivision Ordinance, establishes the City's street width standards. Interior residential streets (local streets) are required to have a right-of-way width of 60 feet and a standard 40 foot curb-to-curb width, with two travel lanes and two parking lanes. Sidewalks are required to be at least four feet wide in residential areas and five feet wide in multi-family residential areas. Small lot subdivisions and planned

developments have allowed decreased widths for such improvements when the street is privately constructed and maintained.

3.1.6. DEVELOPMENT FEES

The City collects various fees from developers to cover the costs of processing permits, including fees for planning approvals, subdivision map act approvals, environmental review, public works and plan check services, and building permits, among others. In addition to these service fees associated with development processing, the City also charges several impact fees to offset the future impact of development on parks, traffic, and other infrastructure.

Table 3- 9 lists residential development fees in Cypress. The City Council approved an update to the City's Master Fee Schedule in 2019, which went into effect on January 1, 2020. The Master Fee Schedule update was the result of a two-year process and included a comprehensive user fee study which provided recommendations on fees based on the City's need to recover costs for City services. Prior to this update, the City's fees had not been updated since 2008; therefore, the increases to planning/development and building fees were significant with almost a 60 percent increase for building fees. In response to feedback received from stakeholders during the City's public outreach process, building fee increases were rolled out incrementally, with three 20 percent increases over an 18-month period. The extended roll-out period also served to avoid adverse impacts to projects already underway.

Table 3- 8 provides a comparison of the City's planning fees with other cities in the region. As shown, fees for the Cities of Cypress, Westminster, Garden Grove, and Los Alamitos were generally within the same range. Buena Park was the outlier, with significantly lower fees than the other cities.

Table 3- 8: Comparison of Planning Fees[1]

Fee Type	Cypress	Westminster[2]	Buena Park	Los Alamitos	Garden Grove
Conditional Use Permit	Major: $7,003 Minor: $3,579	$6,455	$1,600	Major: $2,547 Minor: $1,273	$3,150
Variance	$2,476	$4,240	SFR: $525 All other: $1,350	$926	$2,525
Zone Change	$5,553	$8,720	$1,400	$2,500	$2,700
General Plan Amendment	$2,826	$5,000	$1,400	$2,438	$2,925
Tentative Parcel Map	$2,370	$6,160	$780	$1,457	$2,138
Tentative Tract Map	$2,993	$7,915	$1,475	$1,665	$3,788

Sources: City of Cypress, 2020; City of Westminster, 2020; City of Buena Park, 2020; City of Los Alamitos, 2020; City of Garden Grove, 2020
Notes:
1. The fees listed above are generally base fees; if the cost of providing the service exceeds the base fee, the balance is collected from the applicant.
2. Westminster provides a reduction in fees when multiple entitlements are processed simultaneously.

Table 3- 9: Residential Development Fees

Planning[1]	
Conditional Use Permit	
Minor	$3,579
Major	$7,003
Design Review Committee	
Preliminary (SFR)	$1,037
Preliminary (Minor)	$832
Preliminary (All Others)	$1,700
Minor	$1,371
Major	$3,345
Development Agreement – Establish/Revise	$3,907
Development Agreement - Annual Review	$457
Minor Zoning Adjustment (Director's Review)	$498
Extension of Time	$582
Environmental Evaluation	
Exempt	$198
Negative Declaration	$748
Mitigated Negative Declaration	$1,455
Environmental Impact Report Review & Certification	$11,245
General Plan Amendment/Revision	$2,826
Specific Plan – Staff Review	$3,812
Tentative Parcel Map	$2,370
Tentative Tract Map	$2,993
Variance	$2,476
Zone Change	$5,553
Engineering/Public Works Fees	
Final Parcel/Tract Map Check	$901
Impact Fees	
School Impact Fee	$3.935/square foot
Sewer Connection Fee	$4,973/unit[2]
Park Development Fee	$23,421/unit
Citywide Traffic Improvement Fee	$595/unit - Low Density; $508/unit - Medium Density; $358/unit - High Density; $152/unit – Retirement Community; $44/unit - Senior Housing (Attached)
Regional Traffic Improvement Fee	$52/unit - Low Density; $44/unit - Medium Density; $31/unit - High Density; $13.46/unit – Retirement Community; $3.85/unit - Senior Housing (Attached)

Sources: City of Cypress, 2020; Orange County Sanitation District, 2020;
Notes:
1. Unless otherwise noted, all fees are the minimum fee for the service. The final fee is based on actual costs, which may exceed the minimum fee.
2. Base Charge is for a 3-bdrm Single Family Residence (SFR); fees for other SFR or Multi-family Residential are a percentage of the Base Charge depending on the size of the unit.

Table 3- 10 provides a summary of project fees for typical residential developments in Cypress. As shown, the fees per unit decrease significantly as the number of units in the project increases. For a 67-unit apartment project, the fees totaled $31,691 per unit. By contrast, the fees for a single family residence were $61,729.

In general, these fees can be a constraint on housing development and compromise affordability because the additional cost borne by developers contributes to overall increased housing unit cost. However, the fees are necessary to maintain adequate planning services and other public services and facilities in the City. Additionally, as part of the City's density bonus ordinance, the City may subsidize or waive a portion of the development fees for affordable housing projects to make development of affordable units more financially feasible.

Table 3- 10: Project Fees for Typical Residential Developments

Fee Type	67-unit Apartment Project[1]	Single Family Residence[2]	3-unit Condominium Project[3]
Entitlement Fees			
Preliminary Project Review	$1,700	$1,700	$1,700
Preliminary WQMP Review	$1,038	N/A	$500
Formal Design Review/CUP	$3,345	N/A	$5,303
Tentative Map	N/A	N/A	$2,370
Environmental Evaluation (CEQA)[6]	$1986	N/A	$1986
Landscape Design Review & Inspection	$593	N/A	$593
Development Impact and Permit Fees			
Building Plan Check (valuation based)	$38,653	$3,141	$5,642
Grading Permit & Inspection	$5,267	N/A	$1,504
WQMP Plan Check	$2,346	N/A	$949
Drainage Fee	$16,276	$2,941	$2,324
Sewer Connection Fee	$171,599	$7,269	$9,001
Public Improvement Permit & Inspection	$7,447	N/A	$1,384
PW Plan Check Fee	$1,742	N/A	N/A
Subdivision Fee	N/A	N/A	$790
Traffic Impact Fee[4] (City)	$0[4]	$595	$929
Traffic Impact Fee[4] (Regional)	$0[4]	$52	$80
Building Permit Fee (valuation based)	$67,115	$5,870	$8,691
Park Development Fee[7]	$1,569,207	$23,421	$46,842
School Fees	$234,893	$16,601	$20,379
Business Tax[5]	$1,890	$139	$364
Total	$2,123,309	$61,729	$109,543
Total per Unit	$31,691	$61,729	$36,514

Source: City of Cypress, Planning Division, 2021.
Notes:
1. Project assumptions: Site area: 1.87-acres; Unit size: 606-916 s.f./unit; Project Valuation: $7,270,743; Infill development on a lot previously containing commercial development.
2. Project assumptions: Site area: 0.37-acre site; Unit size: 4,865 s.f. SFR; Project valuation: $535,010.
3. Project assumptions: Site area: 0.23 acre site; Unit size: 1,641-1,710 s.f./units; Project valuation: $1,400,520.
4. Projects on sites that were previously developed receive credits toward this fee
5. Business Tax/fees apply to the developer's/contractor's business.
6. CEQA Categorical Exemptions, Class 32 – Infill Development were applied to discretionary permits
7. Projects developed on sites that previously contained residential units may receive credit for existing units on the site.

3.1.7. LOCAL PROCESSING AND PERMIT PROCEDURES

Development review and permit processing procedures are necessary steps to ensure that residential construction proceeds in an orderly manner. The following discussion outlines the level of review required for various permits and timelines associated with those reviews. The timelines provided are estimates; actual processing time may vary due to the volume of applications and the size and complexity of the projects.

The general steps for Cypress' development process are outlined below:

1. Discuss the potential project with planning staff to determine allowable density and development standards.
2. Submit application for Preliminary Project Review.

3. Submit formal application for Design Review Committee, Conditional Use Permit and/or Tentative Map, as applicable. May also include other submittals, such as General Plan or Zoning Ordinance Amendment.
4. Concurrent grading/drainage plan check by Engineering Division and building plan check by Building Division.
5. Final map approval and issuance of grading permit and building permit.

Table 3- 11 outlines the development review processing times and approval procedures for residential developments. Residential projects in Cypress generally receive concurrent processing and discretionary permits are governed by one level of decision making: the City Council. This single reviewing body generally results in shorter review times for projects requiring discretionary approvals, in contrast to most communities which have two or more reviewing bodies. In addition, the City maintains a policy for priority review of affordable housing applications.

Table 3- 11: Typical Permit Processing Timelines

Action/Request	Processing Time	Comments
Environmental Impact Report	7-9 months	Processing and review time limits controlled through CEQA. Adopted by decision making body.
Initial Study/Mitigated Negative Declaration	4-6 months	Processing time can be extended if the project has a longer review and approval period. Adopted by decision-making body.
General Plan Amendment	10-12 months	Gov. Code Section 65358 limits the number of times any element of the General Plan can be amended each calendar year. Requires a public hearing for the City Council.
Zone Change	8-12 months	Certain procedures and time limits established by Gov. Code Sections 65854-65857. Approved by the City Council.
Tentative Parcel Map	45-60 days	Approved by the City Council.
Tentative Tract Map	6-8 months	Approved by the City Council.
Minor Zoning Adjustment (Director's Review)	2-3 weeks	Approved by the Community Development Director.
Design Review (Major/Minor)	3 weeks	Approved by the Design Review Committee
Variance	45-60 days	Approved by the City Council.
Conditional Use Permits	45-60 days	Approved by the City Council.

Sources: City of Cypress, Zoning Code, 2021; City of Cypress Planning Division, 2021.

3.1.7.1. PROCESSING PROCEDURES BY HOUSING TYPE

Single family residences are permitted by right in the RS-15000, RS-6000, RM-15, and RM-20 zones. Applications for single family residences in these zones are subject to review by the Design Review Committee (DRC) as described in the following section. However, even with DRC review, applications for single family residences are typically receive planning approval in one to two weeks. The typical turnaround time between submittal of plans to Building and Safety and permit issuance is six weeks.

Multi-family developments are permitted by right in the R30 and Residential Mixed Use Districts of the Lincoln Avenue Specific Plan and all of the CTCC Districts except the Single Family Residential District. Additionally, developments of three units or less in the RM-15 and RM-20 are permitted by right. For multi-family developments that are permitted by right, project review typically takes approximately two weeks, including review by the DRC.

Multi-family developments of four or more units in the RM-15 and RM-20 zones require a conditional use permit (CUP). A CUP is also required for multi-family development in the Commercial Mixed Use and Campus Village Districts of the Lincoln Avenue Specific Plan. These projects would typically undergo review by the DRC and then are subject to discretionary approval by the City Council. The required findings for approval of a CUP are included below in Section 3.1.7.3. The typical processing time for a conditional use permit application is 45 to 60 days, including DRC review. Once the CUP is approved and full plans are prepared, review of the plans by Building and Safety typically takes approximately eight weeks.

It should be noted that the above timeframes are accurate for projects that are exempt from CEQA; however, projects which are subject to CEQA may take longer to process due to mandated analyses and public review times. Factors which increase the complexity of the project, such as tentative map review and/or proposed variances may also increase the processing time.

3.1.7.2. DESIGN REVIEW COMMITTEE

The Design Review Committee (DRC) is comprised of City staff representatives from each of the following divisions: Planning, Building, Code Enforcement, Engineering, and Police. DRC review is generally required for all new construction of residential dwellings, regardless of number of units. As stated in the Zoning Ordinance, the Design Review Committee is responsible for reviewing relevant applications for conformance with the Zoning Ordinance, and, in particular, for conformance with the design standards and principles. However, in practice, the primary function of the Design Review Committee is to allow for a preliminary project review by all relevant departments early on in the review process. The process allows the project applicant to receive key feedback, particularly from Planning, Building, and Public Works that can then be incorporated into the initial design process rather than coming up as a correction or major issue later on. In an effort to streamline this process, the City has made efforts to reduce the DRC review processing time, which now typically takes just one week. Additionally, the feedback received during DRC review has the potential to save significant time and cost later on in the review process by addressing issues up front and improving project approval certainty.

3.1.7.3. CONDITIONAL USE PERMIT

Conditional use permits are required for some multi-family development, senior housing projects, mixed use projects, and large residential care facilities, dependent upon the underlying zone (see Table 3- 7). The processing time for a Conditional use permit (CUP) is typically 45 to 60 days, which includes DRC review and City Council review and approval.

The Zoning Ordinance establishes the same criteria for review and approval of all CUP applications, regardless of proposed use:

1. The proposed location of the conditional use is consistent with the requirements of the general plan and the zoning district in which the site is located;
2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity; and
3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

3.1.7.4. CONCLUSION

The City works closely with developers to approve residential projects in a timely manner to minimize any potential time constraints on development. For a typical project, the developer would meet with Planning Division staff to discuss the project and then would submit plans for a preliminary review. After completion of the preliminary review, revised plans would be submitted for review by the Design Review Committee. After DRC approval, plans are submitted to the Building Division for plan check and building permit issuance. Projects requiring a CUP are evaluated based on the criteria listed above and reviewed by the City Council prior to plans being submitted for plan check. Throughout construction, the Building Division performs inspections to monitor the progress of the project. This process is comparable to that of many cities in the region, and processing times are generally shorter than what is typical for the region because all discretionary permits are reviewed and approved by the same decision-making body (City Council). However, to further streamline project review in Cypress, the City has included an Efficient Project Processing Program in the Housing Element, which includes the following objectives to streamline project processing:

- Establishment of a streamlined review process for qualifying projects pursuant to SB 35;

- Review of the City's design standards for objectivity and Zoning Ordinance amendments to establish objective design standards; and,
- Removal of the CUP requirement for multifamily projects with four or more units in the RM-15 and RM-20 zones and establishment of a new site plan review process to evaluate projects for compliance with new objective design standards.

3.1.8. BUILDING CODE

As required of all jurisdictions in California, Cypress has adopted the 2019 California Building Code (CBC). The CBC establishes construction standards necessary to protect public health, safety, and welfare and all new constructions and renovations must conform to the standards of the CBC.

The City has adopted some local amendments to the CBC, primarily to protect against the inherent risks of the climatic and geologic conditions of the City (increased fire risk due to Santa Ana winds and potential for seismic activity). These amendments include stricter standards related to automatic fire-sprinkler systems and roofing materials.

Compliance with the CBC should not significantly add to the cost of construction since the Code is mandated to be enforced statewide and costs should be relatively uniform across the State of California. Any costs associated with Building Code standards are necessary to protect the health safety and welfare of the citizens. Compliance ensures that all new or renovated buildings are structurally sound, have proper exiting and are equipped with necessary fire protection features. In addition, the CBC mandates energy efficiency as well as provisions for access for persons with disabilities.

3.1.9. TRANSPARENCY ON DEVELOPMENT REGULATIONS

The City of Cypress strives to be transparent in its development review process by providing extensive information on its website. Application forms, regulatory documents, and fee schedules are all available to the public on the website, as shown in Additionally, the City's preliminary review process has been instrumental in increasing transparency, by allowing staff to provide project-specific information on the required entitlements, fees, and potential issues up front.

Table 3- 12: Location of Development Information on Cypress City Website

Development Information	Link
General Plan	https://www.cypressca.org/government/departments/community-development/planning-division/city-plans
Zoning Ordinance	http://qcode.us/codes/cypress/
Zoning Map	https://www.cypressca.org/government/departments/community-development/zoning-map
Specific Plans	https://www.cypressca.org/government/departments/community-development/planning-division/city-plans/specific-plans
Forms and Applications	https://www.cypressca.org/government/forms-documents-copy
Planning Fee Schedule	https://www.cypressca.org/home/showpublisheddocument/10483/637606702555070000
Master Fee Schedule	https://www.cypressca.org/home/showpublisheddocument/10462/637599632686270000

3.1.10. STATE AND FEDERAL REGULATIONS

State and federal requirements may act as a barrier to the development or rehabilitation of housing, and affordable housing in particular. These include State prevailing wage requirements and environmental review requirements.

3.1.10.1. STATE PREVAILING WAGE REQUIREMENTS

Labor Code Section 1720, which applies prevailing wage rates to public works of over $1,000, defines public works to mean construction, alteration, installation, demolition, or repair work done under contract and paid for in whole or in part out of public funds. For example, public transfer of an asset for less than fair market value, such as a land write-down, would be construed to be paid for in part out of public funds and trigger prevailing wage requirements.

While the cost differential in prevailing and standard wages varies based on the skill level of the occupation, prevailing wages tend to add to the overall cost of development. In the case of affordable housing projects, prevailing wage requirements could effectively reduce the number of affordable units that can be achieved with public subsidies. However, state law does allow a number of exceptions for single-family homes and for projects intended to support affordable housing, such as the construction or expansion of emergency shelters or construction of some types of affordable housing units.

3.1.10.2. ENVIRONMENTAL PROTECTION

State and federal regulations require environmental review of proposed discretionary projects (e.g., subdivision maps, conditional use permits, etc.). Costs resulting from the environmental review process, such as costs related to the preparation of environmental analyses, are also added to the cost of housing and are passed on to the consumer. Environmental review can also impact the processing time for project review due to mandated public review periods. However, the presence of these regulations helps preserve the environment and ensure environmental safety to Cypress residents. Furthermore, recent State laws have established exemptions from CEQA for infill and affordable housing projects. Due to the City's built-out nature, the majority of proposed projects are exempt from environmental review as urban infill projects.

3.2. MARKET CONSTRAINTS

3.2.1. TIMING AND DENSITY

In some cases, market factors, such as the ability to secure construction financing, may impact project timing by delaying the request for building permits. In Cypress, the average time lapse between project approval and the request for building permit is six months.

Market factors, such as cost of land, and demand for a certain size or type of unit have the potential impact the density of a project. Due to high land costs and limited land availability in Cypress, projects are typically built at or near maximum density. Table 4- 6 in the Housing Resources section provides the density achieved on recent projects within the City. As shown, density bonuses for affordable housing have been a frequent tool utilized in recent years to maximize density, with several projects achieving densities over the maximum allowed base density. The average density achieved for all projects was 95% of maximum allowable density.

3.2.2. AVAILABILITY OF FINANCING

The availability of financing in a community depends on a number of factors, including the type of lending institutions active in the community, lending practices, rates and fees charged, laws and regulations governing financial institutions, and equal access to those institutions.

Under the Home Mortgage Disclosure Act (HDMA), lending institutions are required to disclose information on the disposition of loan applications and the income, gender, and race of loan applicants. A total of 2,536 households applied for mortgage loans for homes in Cypress in 2017 (Table 3- 13). Overall, 67 percent of these applications were approved, 13 percent were denied, and 20 percent were either withdrawn or closed for incompleteness. Conventional financing involves market-rate loans provided by private lending institutions such as banks, mortgage companies, savings and loans, and thrift institutions. Of the 742 applications for conventional purchase loans, 77 percent were approved. The approval rate for government backed loans was slightly lower at 72 percent. Refinance applications had the lowest

approval rating, with 62 percent of applications being approved and 15 percent being denied. The denial rate was highest for home improvement loan applications at 17 percent.

Table 3- 13: Disposition of Home Purchase and Improvement Loan Applications (2017)

Loan Type	Total Applications	Approved	Denied	Other
Government-Backed Purchase	109	72%	10%	18%
Conventional Purchase	742	77%	7%	15%
Refinance	1,455	62%	15%	23%
Home Improvement	230	64%	17%	19%
Total	2,536	67%	13%	20%

Note: "Other" includes files closed for incompleteness and applications withdrawn.
Source: www.lendingpatterns.com, 2017

3.2.3. FORECLOSURES

Foreclosure occurs when households fall behind on one or more scheduled mortgage payments. The foreclosure process can be halted if the homeowner is able to bring their mortgage payments current. If payments cannot be resumed or the debt cannot be resolved, the lender can legally use the foreclosure process to repossess (take over) the home. When this happens, the homeowners must move out of the property. If the home is worth less than the total amount owed on the mortgage loan, a deficiency judgment could be pursued. If that happens, the homeowner would lose their home and also would owe the home lender an additional amount.

Between 2000 and 2005, with low interest rates, "creative" financing (e.g., zero down, interest only, adjustable loans), and predatory lending practices (e.g., aggressive marketing, hidden fees, negative amortization), many households purchased homes that were beyond their financial means. Under the false assumptions that refinancing to lower interest rates would always be an option and home prices would continue to rise at double-digit rates, many households were unprepared for the hikes in interest rates, expiration of short-term fixed rates, and decline in sales prices that set off in 2006. Suddenly faced with significantly inflated mortgage payments, and "upside-down" mortgage loans (that are larger than the worth of the homes), many had to resort to foreclosing their homes.

However, since the Great Recession, foreclosure rates have come down significantly. As of December 2020, there were eight homes in Cypress at some stage of foreclosure. This included four homes in pre-foreclosure, three homes set to go to auction, and one bank owned home. The foreclosure rate was less than 0.01% for the City of Cypress as well as for Orange County as a whole.[4]

3.2.4. DEVELOPMENT COSTS

3.2.4.1. LAND AVAILABILITY AND COST

The availability and price of land represents a significant market constraint to housing production throughout most of Southern California. This constraint is particularly acute in communities, such as Cypress, where there is little to no residentially designated vacant land. In December 2020, based on a survey of online real estate listings, there was only one vacant property listed for sale within the City. The property, located on Ball Road, is not zoned for residential development. Another listed property was not vacant but marketed as an underutilized site with a small existing office building. It is located within the Downtown District of the Lincoln Avenue Specific Plan and could be suitable for mixed use development. The 23,500 square foot lot is listed for sale at $2.2 million, or approximately $4.1 million per acre. Additionally, the City sold a 13-acre property in 2020 for approximately $14 million (or just under $1.1 million per acre),

[4] Source: Realtytrac.com, accessed December 2020.

that will be developed as a mixed use project. Due to limited land availability, most new residential development in Cypress will involve recycling properties with existing uses, which tends to add to the cost of land.

A density bonus is available to developers who provide affordable housing as part of their projects. Developers of affordable housing may also be granted regulatory concessions or development incentives. Density bonuses, together with the incentives and/or concessions, result in a lower average cost of land per dwelling unit thereby making the provision of affordable housing more feasible.

3.2.4.2. COST OF CONSTRUCTION (LABOR AND MATERIALS)

The cost of labor and building materials has a significant impact on the overall cost of new housing and can, therefore, be a constraint to affordable housing development. According to the National Association of Home Builders Construction Cost Survey, construction costs (including labor and materials) account for over 55 percent of the sales price of a new single family home. The Construction Cost Survey found that the average construction cost for a single family home was $237,760. It should be noted that the Construction Cost Survey is a national survey and may not be completely representative of Cypress or Orange County; however, it does illustrate that construction costs comprise a significant proportion of the ultimate sales price of residential development. While significant, construction costs are consistent throughout the region and therefore would not specifically constrain housing development in Cypress when compared to other cities in the region.

A reduction in amenities and the quality of building materials (above a minimum acceptability for health, safety, and adequate performance) can result in lower development costs. As part of the City's density bonus and inclusionary housing programs, the City allows affordable units to be smaller in size (maintaining the same number of bedrooms), and could also consider allowing less costly features and interior finishes, provided all project units were comparable in construction quality and exterior design. Another factor related to construction costs is the number of units built at one time. As that number increases, overall costs generally decrease as builders are able to take advantage of the benefits of economies of scale.

3.3. INFRASTRUCTURE CONSTRAINTS

The availability of public infrastructure and services for residential development is another potential constraint to the development of housing. The majority of Cypress is highly urbanized with most of the necessary infrastructure, streets, electrical lines, and water distribution already in place. This section provides an overview of potential utility service constraints in Cypress.

3.3.1. WATER

The City of Cypress is served by the West Orange County System of the Golden State Water Company (GSWC), a private water service provider. Water provided in the West Orange County System is a blend of groundwater from the Orange County Groundwater Basin and imported water. Imported water is transported via the Colorado River Aqueduct and State Water Project and distributed by the Metropolitan Water District of Southern California. GSWC purchases this imported water from the Metropolitan Water District of Orange County and also purchases a small amount of water from the City of Seal Beach. GSWC owns 17 wells in the Orange County Groundwater Basin which supply water to the System. Groundwater accounts for approximately 90 percent of the System's water supply.

According to GSWC's 2015 Urban Water Management Plan (UWMP) for the West Orange County System, the company delivered 13,441 acre feet of water to the service area in 2015. The total service demand was expected to increase to 16,442 acre feet by 2020 and projected to increase to 17,010 acre feet by 2035. According to the UWMP, the System is expected to have the ability to supply 17,510 acre feet of water in 2035, exceeding the projected demands. Therefore, adequate water supply is available to accommodate the RHNA during the Housing Element planning period.

Senate Bill 1087 (enacted in 2006) requires that water providers develop written policies that grant priority to proposed development that includes housing affordable to lower-income households. The legislation also prohibits water providers from denying or conditioning the approval of development that includes housing affordable to lower income households, unless specific written findings are made. The City will provide a copy of the adopted Housing Element to the Golden State Water Company within 30 days of adoption. The City will continue to coordinate with the GSWC to ensure priority service provision to affordable housing developments.

3.3.2. WASTERWATER

Wastewater in the City of Cypress is collected, treated, and disposed of by the Orange County Sanitation District. The District serves a 479 square mile area in central and northwest Orange County, including Cypress, and operates two treatment plants. According to the District's 2020 Sewer System Management Plan, "OC San's CIP assures that older facilities are upgraded as needed to ensure adequate capacity through the system…OC San works under annual and long-range plans that have proven effective, and OC San is not currently experiencing capacity related problems. Indications of possible capacity problems seen by the Collections Facilities O&M Division are brought to the attention of the Engineering Department for further evaluation." Therefore, there are no constraints on the availability of wastewater disposal or treatment.

Senate Bill 1087 also mandates priority sewage collection and treatment service to housing developments providing units affordable to lower-income households. The City will provide a copy of the adopted Housing Element to the Orange County Sanitation District within 30 days of adoption. The City will continue to coordinate with the District to ensure priority service provision to affordable housing developments.

3.3.3. TRANSPORTATION INFRASTRUCTURE

In 1990, Orange County voters approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance, which provides funding to Orange County for needed transportation improvements over a 20-year period through the imposition of a one-half cent retail transaction and use tax. In 2006, voters extended the tax through 2041. Cities such as Cypress can qualify for Measure M funds if they comply with the Countywide Growth Management Program component requirements and have an established policy framework for that Program. As part of the Program, Cypress implemented a development mitigation program establishing the following fees: 1) Citywide Traffic Fee related to needs in the General Plan circulation system, 2) Regional Traffic Fee providing proportionate share funding of impacts to the regional roadway system, and 3) the Los Alamitos Settlement Agreement Traffic Fee to offset impacts of development around the race track. The City has established a Capital Improvement Program for the transportation systems improvements to effectively manage the system based on the Orange County Transportation Authority (OCTA) timetables. This is an on-going, consistently updated program in Cypress. While the fees may present a constraint to housing development, they are necessary to facilitate the ongoing maintenance of the City's and County's transportation infrastructure.

3.4. ENVIRONMENTAL CONSTRAINTS

A wide range of environmental factors may constrain the development of new housing in Cypress. Areas of special environmental significance, potential safety hazards, and development constraints will influence land use policy. The General Plan Safety Element identifies areas of Cypress subject to a number of environmental constraints, including flooding, seismic hazards, hazardous and toxic materials, urban fires, aircraft overflights from the Los Alamitos Armed Forces Reserve Center, and noise. The Cypress General Plan recognizes these hazards and identifies programs to minimize them.

3.4.1. FLOODING

The Federal Emergency Management Agency (FEMA) publishes maps that identify areas of the City subject to flooding in the event of a major storm. These Flood Insurance Rate Maps (FIRMs) indicate areas that may be inundated in the

event of a 100-year or a 500-year storm. In addition, the maps indicate the base flood elevations at selected intervals of the floodway. The flood map contained in the Cypress Safety Element indicates the 100-year flood event would be contained within the Carbon Creek and Bolsa Chica storm drain channels. However, like most of Orange County, the projected 500-year flood may result in widespread flooding throughout the entire City.

Additional flood hazards include the potential for inundation from failure of the Prado, Carbon Canyon, and Whittier Narrows dams, all of which are located a significant distance from the City. The Prado Dam is located in Riverside County, the Carbon Canyon dam is located in Brea, and the Whittier Narrows Dam is located in Pico Rivera. The Prado Dam currently works in tandem with the Seven Oaks Dam, located approximately 40 miles upstream of the City on the Santa Ana River, to provide increased flood protection to Orange County. In addition, work is proceeding on the Santa Ana River Mainstem Project, involving improvement to the Prado Dam, Seven Oaks Dam, Mill Creek Levee, San Timoteo Creek, Oak Street Drain, Santiago Creek, and the lower Santa Ana River. This project is projected for completion in 2013, subject to continued funding. This project is supported by the City of Cypress and provides additional flood protection to the area.

Flood hazards in Cypress are less than significant. Areas designated for future residential development do not fall within the 100-year floodplain and are not subject to specialized flood construction requirements.

3.4.2. SEISMIC HAZARDS

As stated in the Safety Element, the entire planning area – as well as all of Southern California – is located within a seismically active region that has been subject to major earthquakes in the past. There are no known faults in Cypress. However, the Whittier-Elsinore, Newport-Inglewood, Norwalk, El Modena, and Elysian Park faults are located within close proximity to Cypress. The closest faults — El Modena and Norwalk — traverses approximately five to 10 miles north of Cypress. The San Andreas and San Jacinto faults are located much more distant. San Jacinto crosses the region approximately 40 miles south of Cypress. Although farther away, these faults have the potential to deliver larger magnitude earthquakes than the other five faults mentioned above. Other major faults may be buried under alluvium, or fault traces may have been obliterated due to natural weathering. Two of the most destructive earthquakes that occurred in California in recent years, the Coalinga and Whittier earthquakes, originated from previously unknown faults. The City of Cypress suffered no significant structural damage from these earthquakes.

Liquefaction is a subsidiary hazard associated with intense ground shaking, in which the soil can destabilize and if sufficient water is present in the soil, the soil and water can mix. The Safety Element states: “Cypress, like most of Orange County, has granular sandy soil with high water content. Areas with these conditions may experience liquefaction during extreme ground shaking.”

3.4.3. URBAN FIRES

Materials and wind speeds can contribute to the spread of urban fires. According to the Cypress Disaster Plan, the community does not contain any large housing tracts with wood or shake roofs. However, a few apartment complexes in Cypress do have wood roofs and are at a greater fire risk. The City is subject to periodic high winds, including the hot, dry Santa Ana winds which can quicken the spread of fire. The separation and setback requirements in effect when most houses in Cypress were built help minimize the risk of spreading fire. In addition, the building code local amendments require fire sprinklers for new residential construction and fire retardant wood shingle and wood shake roofs.

3.4.4. AIRCRAFT OVERFLIGHTS

The Los Alamitos Armed Forces Reserve Center (AFRC) is located southwest of Cypress in the City of Los Alamitos. The AFRC is primarily used for helicopter training missions. A portion of Cypress lies in the prevailing approach path of the Army airfield located at AFRC. This portion of Cypress is primarily composed of business parks, but some

residential areas south of Cerritos Avenue are within the High or Moderate Noise Impact Zone and the Approach Clearance Zone. Specific land use regulations consistent with the Federal Aviation Administration rules are in effect.

3.4.5. NOISE

Noise generated from mobile sources such as traffic and aircraft will continue to have the greatest potential impact on land use. The Noise Element describes the existing noise environment using maps that indicate high levels of noise in the planning area. The Noise Element also identifies noise sources and contains goals and policies that will be useful in reducing the effects of noise, if not the actual intensity of noise. Land use policy discourages the placement of noise-sensitive land uses in areas that are subject to high noise levels. The City requires new housing developments to provide an acoustic analysis and provide necessary mitigation, such as barriers or additional sound insulation, for projects located within the 65 CNEL noise contour zones, as identified in the Safety Element.

This page intentionally left blank.

4. HOUSING RESOURCES

This section describes and analyzes resources available for the development, rehabilitation, and preservation of housing in the City of Cypress. This includes an evaluation of the adequacy of the City's land resources to accommodate the City's RHNA for the 2021-2029 planning period, financial resources available to support the provision of affordable housing, administrative resources available to assist in implementing the City's housing programs, and resources for energy conservation.

4.1. LAND RESOURCES

Based on the California Department of Housing and Community Development's (HCD) determination of the SCAG region's "fair share" of the statewide forecasted growth through October 15, 2029, SCAG has allocated the projected housing need to each jurisdiction by income category. The RHNA represents the minimum number of housing units each community is required to plan for by providing "adequate sites" through the general plan and zoning. An important component of the Housing Element is the identification of adequate sites for future housing development, and evaluation of the adequacy of these sites in fulfilling the City's share of regional housing needs (RHNA). For the 2021-2029 planning period, the City of Cypress was allocated a total of 3,936 units. Further, the City must plan for units affordable to all income levels as shown in Table 4- 1.

Table 4- 1: Cypress Regional Housing Needs Allocation (2021-2029)

Income Level	Percent of AMI[1]	Units	Percent of Total RHNA
Very Low[2]	0-50%	1,150	29%
Low	51-80%	657	17%
Moderate	81-120%	623	16%
Above Moderate	120%+	1,506	38%
TOTAL		**3,936**	**100%**

Source: SCAG, 6th Cycle Final RHNA Allocation Plan, March 2021.
Notes:
1. AMI = Area Median Income
2. An estimated half of Cypress' very low income housing needs (575 units) are for extremely low income households earning less than 30% AMI, pursuant to AB 2634.

4.1.1. CREDITS TOWARDS THE RHNA

The RHNA utilizes June 30, 2021 as the baseline for growth projections; therefore, jurisdictions may count the number of new units issued building permits or certificates of occupancy since June 30, 2021 toward their RHNA. This section describes credits towards the RHNA related to new construction as well as potential ADU development.

Table 4- 2 provides a summary of the City's RHNA credits and the remaining housing need through the end of the 6th Cycle planning period. With the City's entitled projects and projected ADU development, Cypress must accommodate a total remaining need of 3,432 units.

Table 4- 2: RHNA Credits and Remaining Need

Income Category	RHNA	Entitled	ADU Potential	Remaining Need
Extremely Low/Very Low	1,150	-	5	1,145
Low	657	-	8	649
Moderate	623	50	6	567
Above Moderate	1,506	434	1	1,071
TOTAL	3,936	484	20	3,432

4.1.1.1. ADU POTENTIAL

State laws passed in recent years have greatly incentivized the development of ADUs by mandating that jurisdictions relax development standards and permitting procedures. For the period of 2013 through 2017, just one ADU was developed in Cypress. However, ADU development has increased in light of new state requirements, with a total of five ADUs constructed in 2018, one in 2019, and two in 2020. Based on ADU development since 2018, the City conservatively anticipates an average of 2.5 ADUs developed per year, for a total of 20 ADUs developed over the 2021-2029 planning period.

In order to assist local jurisdictions with the ADU projections, SCAG conducted a regional accessory dwelling unit affordability analysis to develop affordability assumptions that can be used to assign ADUs to income categories at the local level. The analysis examines current market rents for reasonably comparable rental properties using online platforms (i.e. Zillow) and key words to identify units that appear to be ADUs. The analysis utilizes data collected from a survey of rents for 150 ADUs between April and June 2020. Based on the results of SCAG's analysis, the affordability assumptions for Orange County, along with the corresponding unit count for Cypress are included in Table 4- 3.

Table 4- 3: ADU Affordability Assumptions

Income Category	Affordability Assumptions for Orange County	Cypress Projected ADU Developments
Extremely Low	15%	3 units
Very Low	10%	2 units
Low	43%	8 units
Moderate	30%	6 units
Above Moderate	2%	1 unit
Total		20 units

Source: SCAG, Regional Accessory Dwelling Unit Affordability Analysis, 2021.

4.1.1.2. ACTIVE ENTITLEMENTS

Three projects totaling 484 units have been entitled that qualify to be counted towards Cypress' RHNA. The Cypress City Center project is a mixed-use development which includes 251 market rate apartments. The Cypress Town Center Project located within the Cypress Town Center and Commons Specific Plan 2.0 contains 135 condominium units. Lastly, the Citrus Square Senior Community was approved in October 2021 with a total of 98 senior condominium units, including 50 units affordable to moderate income senior households.

4.1.2. RESIDENTIAL SITES INVENTORY

Pursuant to State Housing Element Law, a jurisdiction must demonstrate that there are suitable vacant and/or nonvacant sites within the community to accommodate the remaining RHNA identified in Table 4- 2. Additionally, the jurisdiction must show that the identified sites are suitable for residential development, including appropriate zoning and development standards. In order to accommodate the remaining RHNA for each income category, the City of Cypress has identified some sites for rezoning to higher density. The rezoning program is included in the Housing Program strategy in the Housing Element. Appendix A provides detailed data on each parcel included in the sites inventory.

In reviewing potential opportunity sites throughout the City and soliciting feedback from the public and City officials, the City determined that amending the Cypress Town Center and Commons Specific Plan 2.0 (CTCC) to allow higher densities in some districts has the greatest potential to result in meaningful housing production toward the City's RHNA during the 2021-2029 planning period. However, pursuant to the Cypress Municipal Code, any changes to the CTCC require voter approval. Therefore, to ensure that the City has a means to accommodate the RHNA in the event that an election to change the CTCC is not approved, the City has developed a second alternative which does not incorporate changes to the CTCC. A description of both alternatives is provided below.

4.1.2.1. ALTERNATIVE 1: LINCOLN AVENUE SPECIFIC PLAN AND CYPRESS TOWN CENTER AND COMMONS SPECIFIC PLAN 2.0

The primary alternative divides the RHNA between the Lincoln Avenue Specific Plan area and the yet-to-be redeveloped Cypress Town Center and Commons Specific Plan 2.0 (CTCC) area. A brief description of Alternative 1 is provided below and summarized in Table 4- 4. Detailed parcel data is provided in Table A- 1 in Appendix A.

Table 4- 4: Alternative 1 Sites Summary

Affordability Level and Zoning	Density (du/ac)	Site Count	Area (acres)	Average Parcel Size (acres)	Unit Capacity
Lower Income					
LASP[1]	30	41	55.3	1.4	1,226
CTCC[2]	45-50	2	14.6	N/A	553
PBP[3]	60	1	7.2	7.2	321
Lower Income Subtotal		44	77.1	-	2,100
Moderate/Above Moderate Income					
LASP[1]	30	72	19.8	0.3	417
CTCC[2]	8-15	6	109.9	N/A	1,238
Moderate/Above Moderate Income Subtotal		78	129.7	-	1,655
Total		**122**	**206.8**	**-**	**3,755**

Notes:
1. LASP = Lincoln Avenue Specific Plan
2. CTCC = Cypress Town Center and Commons Specific Plan 2.0
3. PBP = Planned Business Park

Located on the Los Alamitos Race Course site, the CTCC currently allows the development of residential units throughout seven districts which range in density from 8 du/ac to approximately 17 du/ac. As currently approved, the CTCC utilizes maximum density requirements in various districts as well as a maximum unit cap of 1,250 units in the specific plan area.[5] Under Alternative 1, approximately 7.6 acres within the Single Family Detached District would be

[5] While the unit cap within the CTCC is 1,250 units, the City has approved the 135-unit Cypress Town Center project which has been included as an entitled project. Therefore, there are 1,115 remaining units that may be permitted within the CTCC as currently adopted.

rezoned to create a new High Density Residential District, allowing a density of 45 du/ac to accommodate an estimated 273 units. Additionally, the allowable density within the Town Center District would be increased to 50 du/ac to accommodate an estimated 280 new units. Due to the allowable density, these areas would be suitable for the development of housing affordable to lower income households. The allowable densities within the remaining Districts of the CTCC would remain unchanged, except that the unit cap would be removed to allow development within these Districts up to the existing maximum allowable density regardless of the number of units already developed within the CTCC area. With these proposed changes, an estimated 1,926 units could be accommodated within the CTCC area.

Alternative 1 also includes one opportunity site on Katella Avenue adjacent to the CTCC area (Site #115, 4955 Katella), which is proposed to be upzoned to 60 du/ac to accommodate an estimated 321 units. The primary building on the site is a big box type structure which accommodates two tenants. One half of the building is occupied by a gym and the other half of the building is currently vacant (formerly an Office Depot). Due to its location near the CTCC area and other recently entitled residential development, this site has high potential for redevelopment.

Under Alternative 1, the remaining RHNA sites would be accommodated within the Lincoln Avenue Specific Plan. The Lincoln Avenue Specific Plan currently allows for residential development at 30 du/ac within the RM-30 and Residential Mixed Use districts. Alternative 1 proposes to expand the maximum allowable density of 30 du/ac to the majority of the Specific Plan area. With these amendments, the Lincoln Avenue Specific Plan can accommodate approximately 1,643 units (1,226 lower income units and 417 moderate/above moderate income units).

Changes to the Lincoln Avenue Specific Plan as well as opportunity site #115 would be implemented through the City's typical public hearing process. However, as noted above, the City would be required to hold an election to implement changes to the CTCC. This process would involve the City Council taking a vote in Fall 2022 to place the proposed amendments on the ballot, conducting an impartial voter education plan in Winter 2022 through Spring 2023, and holding an election in Spring 2023. Therefore, the following Alternative 2 is presented as a potential back-up option to Alternative 1 should voter approval of the CTCC amendments fail.

4.1.2.2. ALTERNATIVE 2: LINCOLN AVENUE SPECIFIC PLAN MIXED DENSITY

Under Alternative 2, the CTCC would remain unchanged and would be able to accommodate a total of 1,115 units affordable to moderate and above moderate income households.

Rather than applying a density of 30 du/ac to the majority of the Lincoln Avenue Specific Plan area, Alternative 2 proposes to vary densities with the Specific Plan area between 30 du/ac and 60 du/ac. The highest density areas would be located on the east end of the Lincoln Avenue corridor, closest to Cypress College. With these changes, the Lincoln Avenue Specific Plan could accommodate the development of approximately 2,378 new units (1,838 lower income units and 540 moderate/above moderate income units).

Table 4- 5: Alternative 2 Sites Summary

Affordability Level and Zoning	Density (du/ac)	Site Count	Area (acres)	Average Parcel Size (acres)	Unit Capacity
Lower Income					
LASP	30	14	24.5	1.8	546
LASP	50	18	21.6	1.2	802
LASP	60	12	10.8	0.9	490
PBP	60	1	7.2	7.2	321
Lower Income Subtotal		45	64.0	1.5	2,159
Moderate/Above Moderate Income					
LASP	30	38	9.1	0.2	190
LASP	50	24	6.5	0.3	234
LASP	60	7	2.7	0.4	117
RM-20	20	1	2.1	2.1	30
CTCC	8-17.2	7	124.5	N/A	1,115
Moderate/Above Moderate Income Subtotal		77	144.8	-	1,686
Total		**122**	**208.8**	**-**	**3,845**

Notes:
1. LASP = Lincoln Avenue Specific Plan
2. CTCC = Cypress Town Center and Commons Specific Plan 2.0
3. PBP = Planned Business Park

Opportunity site #115 located on Katella Ave. in the PBP zone would also be included in Alternative 2 as described under Alternative 1. Alternative 2 also includes an opportunity site located on the southeast corner of Orange Ave. and Grindlay St. (Opportunity site #139, RM-20 zone). This 2.06-acre site currently includes an older office building and would be rezoned to RM-20 to accommodate 30 moderate/above moderate income units. Table 4- 5 provides a summary of Alternative 2.

If the City proceeds with Alternative 2, amendments to the Lincoln Avenue Specific Plan and the City's Zoning Ordinance would be undertaken through the normal public hearing process. Detailed parcel data for each opportunity site identified for Alternative 2 is provided in Table A- 2 in Appendix A.

Figure 4- 1: Alternative 1 Opportunity Sites

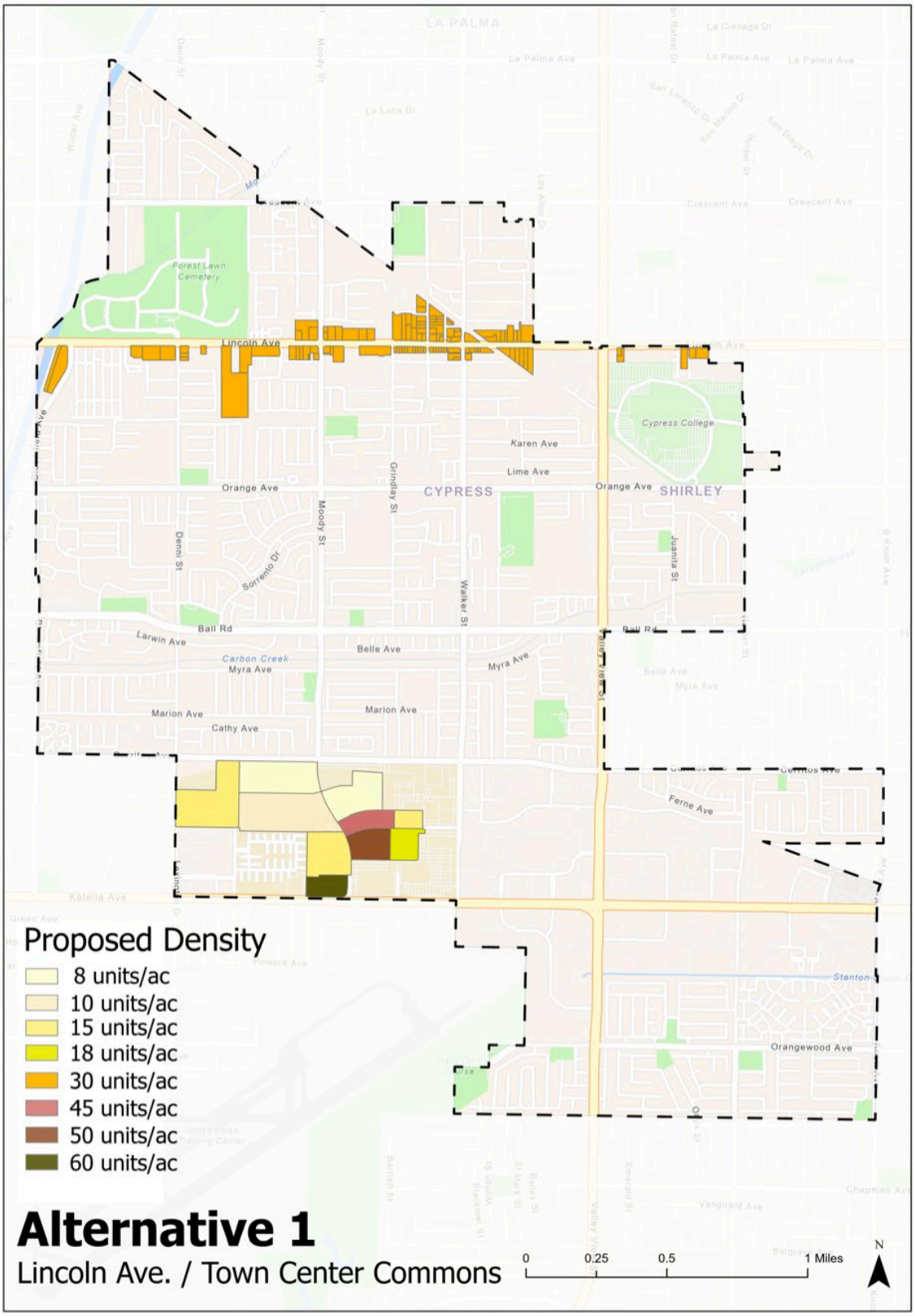
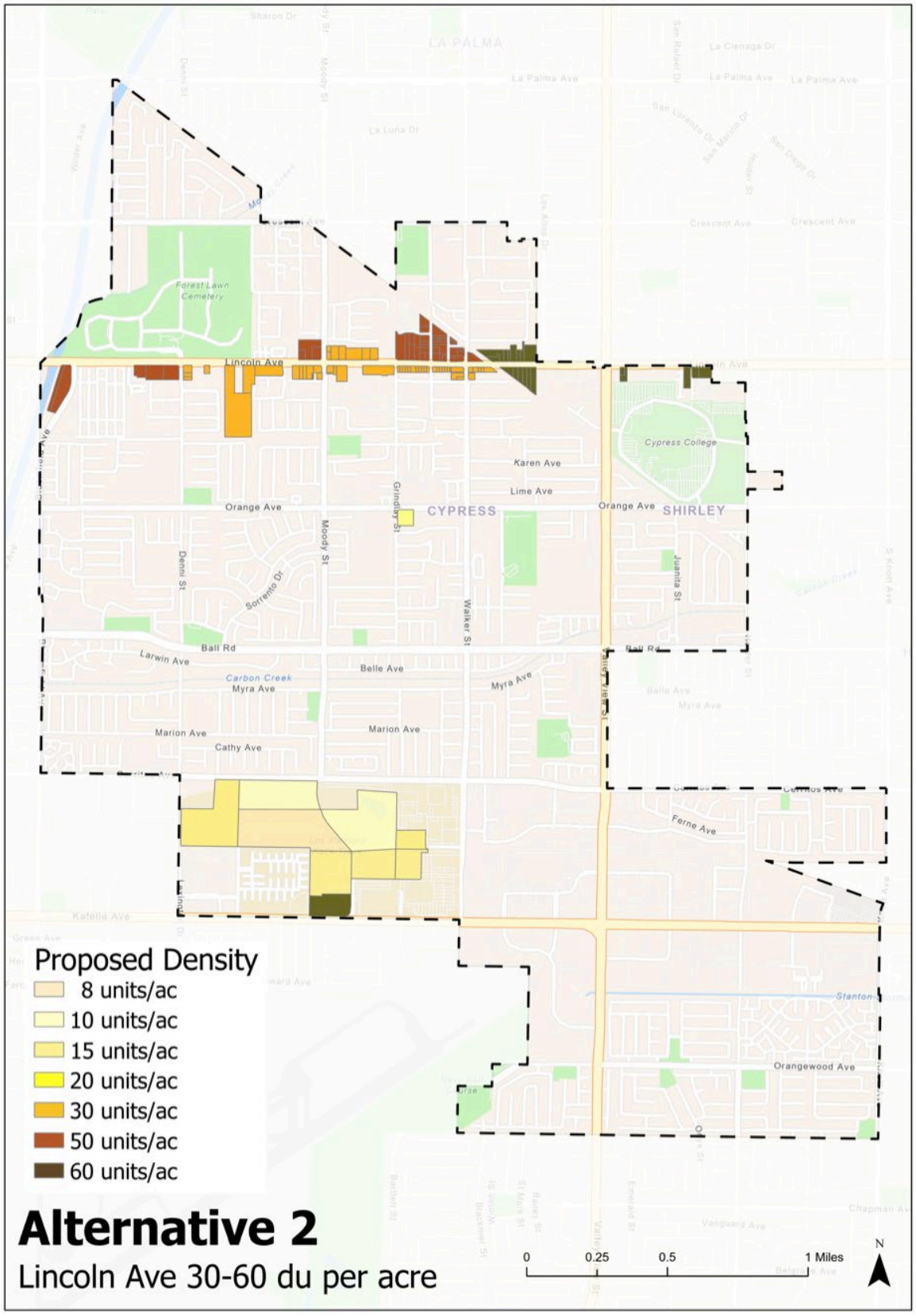


Figure 4- 2: Alternative 2 Opportunity Sites



4.1.2.3. REALISTIC CAPACITY ASSUMPTIONS

In order to establish a realistic assumption for the capacity of the identified opportunity sites, past projects were utilized to provide context. Table 4- 6 provides the percent capacity achieved based on the maximum density allowed by the zoning code and the approved density for multi-family projects approved over the 2014-2021 planning period. As shown in the Table, projects in Cypress are typically approved at or near the maximum density allowed by the Zoning Ordinance (or Specific Plan), with an average capacity of 95 percent.

Table 4- 6: Density and Capacity Achieved on Past Projects

Project/Address	Zoning Designation/Specific Plan	Number of Units	Max. Allowable Density (du/ac)	Approved Density (du/ac)	Percent Capacity Achieved
Residential Projects in Zones/Districts where 100% Nonresidential Uses are Allowed					
Cypress Town Center (W of Vessels Cir.)	PC/CTCC – TC[2]	135	17.2	19.33	100%[3]
4620 Lincoln Avenue[4]	PC/LASP - RM	67	30	36.8	123%
9191 Bloomfield St.[4]	PC/LASP - CM	19	20	21.0	105%
9071-9091 Walker St.[4]	PC/LASP - CM	19	20	23.4	117%
Other Projects					
Cypress City Center (5155 Katella)	PBP/CBPC[1]	251	19	18.9	100%[6]
4552 Lincoln Avenue[4]	PC/LASP[5] - R30	67	30	37.9	126%
4604 Lincoln Avenue	PC/LASP - R30	57	30	21.3	71%
City Ventures townhomes (5300-5400 Orange Ave.)	OP/CC	52	20	14.17	71%
Flora Park/Ovation (Katella Ave. & Enterprise Dr.)	PBP/CBPC	244	20	8.75	44%
Average Capacity Achieved					95%

Source: City of Cypress, Planning Division.

Notes:

1. CBPC = Cypress Business and Professional Center Specific Plan
2. CTCC – TC = Cypress Town Center and Commons Specific Plan 2.0 (Town Center District)
3. The maximum allowable density for the CTCC – TC District is calculated by taking the unit cap (250 units) divided by the District area. There is no explicit maximum density regulation other than the unit cap; therefore, this project is listed as built at 100% of allowable density, the calculation of approved density divided by max. allowable density is actually greater than 100%.
4. Density bonus approved.
5. LASP = Lincoln Avenue Specific Plan. Districts are: R30 = Residential; RM = Residential Mixed Use; CM = Commercial Mixed Use
6. The CBPC has a density cap that applies over the entire specific plan area (19 du/ac) but not a max. allowable density that applies on an individual project basis. The density of new projects in the CBPC would be considered in relation to other existing/approved projects within the specific plan area and the density cap.

It should also be noted that development trends in Cypress have strongly favored residential development over commercial development in recent years. While there has been no major commercial redevelopment on the Lincoln Avenue corridor, three exclusively residential projects (4620 Lincoln Ave., 9191 Bloomfield St., and 9071-9091 Walker St.) were all approved in districts of the LASP where 100 percent nonresidential uses would have been permitted. Similarly, the Cypress Town Center project was proposed and approved with 100 percent residential uses even though the District allows for exclusively commercial or mixed use development. Based on these recent projects and current discussions with developers about the City's sites inventory, the City expects this trend to continue.

In order to provide conservative estimates within the sites inventory, a realistic capacity assumption of 75% has been utilized for all sites other than those within the CTCC Specific Plan area. For example, for sites within the Lincoln Avenue Specific Plan designated at 30 du/ac, the unit capacity has been calculated at 22.5 du/ac.

Due to the significantly larger site area with fewer existing improvements of the CTCC Specific Plan area, realistic capacity has been calculated at 85% for the areas with proposed increases in density in Alternative 1 (Opportunity Sites 142 and 144). As these Districts are both over 7 acres in area, and given that the sole project within the CTCC

area was approved at 100 percent capacity, this is a conservative assumption. Areas of the CTCC where no change in density is proposed were calculated at 100 percent capacity. Again, due to the large site areas and existing use of the site, development of the site at 100 percent capacity in these Districts is highly realistic.

4.1.2.4. AFFORDABILITY, SUITABILITY, AND AVAILABILITY ASSUMPTIONS

Certain assumptions were utilized to determine the suitability and availability of opportunity sites for development within the 2021-2029 planning period as well as the affordability level of potential development.

Pursuant to CA Government Code Section 65583.2(c)(3)(B), jurisdictions may utilize a "default" numerical density to establish adequate zoning to accommodate lower income housing. For jurisdictions within metropolitan counties, including the City of Cypress, the default density for lower income housing is 30 du/ac. Therefore, all sites identified for lower income housing within both alternatives of the sites inventory have a minimum of 30 du/ac. Additionally, all sites identified for lower income housing are a minimum of one half acre in size.

Based on the analysis included in the Housing Needs Assessment of this Report, moderate income households can afford a range of rental housing within Cypress and as well as purchase of smaller sized condominiums. Sites with densities of 15 du/ac and above were considered feasible for moderate income development. For the sites inventory, moderate and above moderate sites were lumped together because the majority of these sites would be appropriate for either income level. In Alternative 1, over 60 percent of the moderate and above moderate income units are on sites with a density of 15 du/ac or greater. In Alternative 2, over 70 percent of the units designated for moderate and above moderate income households are on sites with a density of 15 du/ac or greater.

4.1.2.5. SUITABILITY OF NONVACANT SITES

Due to the built out nature of Cypress, vacant sites cannot accommodate the City's RHNA and the sites inventory relies on underutilized properties to demonstrate sufficient capacity.

Feasibility for Development

After high level analysis and consideration of public input, the City focused on two opportunity areas for the sites inventory: the Lincoln Avenue corridor and the Cypress Town Center and Commons Specific Plan 2.0 area.

The Cypress Town Center and Commons Specific Plan 2.0 was identified for a number of reasons. The CTCC area encompasses the existing Los Alamitos Race Course site and the entire CTCC area is owned by a single entity. The approval of the CTCC was initiated by the property owner; therefore indicating a desire to see the site redeveloped primarily with residential uses in the near term. The City has had several conversations with the property owner regarding potential changes to the CTCC to accommodate higher densities and received overall positive feedback. While changes to the CTCC require voter approval, due to the large size of the area, the City feels that it represents the greatest likelihood for meaningful production of housing. Even without voter approval of increased densities (Alternative 2), the CTCC area will accommodate 1,115 new units.

The Lincoln Avenue corridor, regulated by the Lincoln Avenue Specific Plan, has been a primary focus of the City's redevelopment efforts and several residential projects were constructed along the corridor during the last planning period. The sites inventory builds upon this momentum by expanding residential uses and increasing densities throughout the Specific Plan area. Lincoln Avenue is also the City's busiest transit corridor and future residential development would benefit from convenient access to transit. Additionally, the western half of the corridor is a high resource area according to the TCAC/HCD Opportunity Area Maps, and would, therefore, be competitive for affordable housing funding.

Several factors were used to determine whether a site is currently underutilized and feasible for redevelopment, including the existing use, the age of the structure, floor area ratio, and improvement ratio (improvement value to land value). Thresholds were established based on characteristics of recently redeveloped sites and the difference between existing conditions and development potential.

Table 4- 7 provides site characteristics for projects developed during the 2014-2021 planning period. Project area ranges from 0.81 acres to 2.66 acres for recently constructed residential projects, as shown in the Table. The average site area for opportunity sites within the LASP is in line with this range (1.4 acres in Alternative 1 and 1.3 acres in Alternative 2). Additionally, the average age of the existing structures on site prior to redevelopment was 38 years for recent projects. Overall, the opportunity sites identified in the sites inventory have structures that are even older, further increasing their likelihood for redevelopment. Approximately 55 percent of sites identified have structures that are currently at least 50 years old and nearly 70 percent of the sites contains structures that will be at least 50 years old by the end of the planning period. No sites contain structures that are younger than 30 years.

Properties redeveloped over the past planning period had FARs ranging from 0.03 to 0.4 prior to redevelopment. The average floor area ratio for identified opportunity sites is low at 0.2. Although the current FAR requirement within the LASP is 0.5, this standard will be increased to accommodate higher densities as part of the rezone program, further encouraging redevelopment of sites with low FARs.

Table 4- 7: Characteristics of Past Projects in the Lincoln Avenue Specific Plan

Project/Address	Zoning/ Specific Plan Designation	Project Size (acres)	Property Characteristics Prior to Redevelopment			
			Use	Age of Structures	FAR[1]	ILV[2]
4620 Lincoln Avenue 67 units	PC/LASP - RM	1.87	Auto Repair & Towing	34 yrs. (1983-2017)	0.03	0.02
9191 Bloomfield St. 19 units	PC/LASP - CM	0.90	Medical & Professional Office	50 yrs. (1965-2015)	0.2	N/A[3]
9071-9091 Walker St. 19 units	PC/LASP - CM	0.81	Retail commercial & warehouse storage	28 yrs. (1988-2016)	0.2	0.8
4552 Lincoln Avenue 67 units	PC/LASP - R30	1.80	Office & warehouse/church	36 yrs. (1979-2015)	0.4	2.9
4604 Lincoln Avenue 57 units	PC/LASP - R30	2.66	Auto repair, truck rental, & RV storage	41 yrs. (1973-2014)	0.3	0.07
Average		**1.61**		**38 yrs.**	**0.2**	**0.95**

Source: City of Cypress, Community Development Department
Notes:
1. FAR = floor area ratio
2. ILV = improvement value to land value ratio
3. N/A = Data not available

An improvement ratio of less than 1.0 means that the land is worth more than the structures on the site, indicating a greater likelihood that the site will be redeveloped. The average improvement ratio of sites redeveloped over the last planning period was 0.95. About 70 percent of the identified sites have an improvement ratio of less than 1.0. However, some sites with large structures such as older shopping centers, office buildings, motels, and warehouses may have a higher improvement ratio. In these cases, the high improvement values may serve as financial liability to property owners if the uses are not generating adequate revenues but are still subject to high property taxes. These sites are also included due to other factors. One example is 4552 Lincoln Avenue (see Table 4- 7). Although there were high value structures on the site, it was redeveloped based on other factors.

The existing uses of identified opportunity sites are also similar to the sites that have been redeveloped. The majority of the identified opportunity sites fall into one of the following categories:

1. Vacant sites, parking lots, lots used for nurseries or auto/RV storage and have minimal improvements. The presence of no or minimal structures on these sites make them prime candidates for redevelopment.
2. Auto related uses: auto/truck repair; gas stations; and towing. With the increase in electric vehicle usage and the state mandated phase-out of new gas-powered vehicles in the coming years, these uses are becoming less viable. Additionally, Cypress has seen a trend of these types of uses being redeveloped.

3. Contractor's yards and warehouses/equipment storage. These types of uses have been recycled in the past in Cypress. Additionally, they are nonconforming uses in the majority of the LASP. Generally, they do not represent the highest and best use due to few/low value site improvements; particularly when compared to the development potential after the rezoning occurs.
4. Strip malls and other small scale commercial buildings. Small, older commercial buildings were redeveloped within the LASP over the last planning period. Due to building age and other factors, these structures tend to need significant structural and aesthetic updates to ensure their long term economic viability.

In summary, the following factors were utilized to select feasible sites for the sites inventory:

1. Vacant sites, parking lots, or lots that are utilized for auto storage or nurseries that have minimum improvements.
2. Nonvacant sites with at least three of the following factors:
   a. Property owner or developer interest.
   b. Vacant buildings.
   c. Property is located near and similar to properties that have been recently developed. This shows synergy of redevelopment activities, developer interest, and market demand in the neighborhood.
   d. Existing uses are similar to types of uses being recycled in Cypress.
   e. Building age is at least 30 years old, indicating a high likelihood the building requires significant improvements to update the systems and difficult to meet ADA requirements without substantial rehabilitation.
   f. Existing floor area ratio (FAR) less than 0.40, similar to previously redeveloped sites.
   g. Improvement value to land value ratio of less than 1.0, indicating the land is worth more than the structures on the site.

Details for each parcel identified are included in Appendix A, along with which factors were utilized to determine their feasibility. Figure 4- 3 depicts typical existing conditions of sites identified as underutilized in the sites inventory.

4.1.3. AVAILABILITY OF INFRASTRUCTURE AND PUBLIC SERVICES

Incorporated in 1956, Cypress is a generally younger suburban community with the necessary infrastructure in place to support future development. The City annexed one area in 1971 and two additional areas in the 1980s. In the older areas, generally along Lincoln Avenue and in the annexed areas, the infrastructure may need to be updated to accommodate higher intensity uses. These improvements will be included in the City's Capital Improvement Program as deemed necessary by the Public Works Department and the City Council.

Government Code Section 65589.7 requires local governments to provide a copy of the adopted housing element to water and sewer providers. In addition water and sewer providers are required to grant priority for service allocations to proposed developments that include units affordable to lower-income households. Pursuant to these statutes, upon adoption of its Housing Element, Cypress will immediately deliver the Element to local water and sewer providers, along with a summary of its regional housing needs allocation.

4.1.4. RISK OF DISPLACEMENT

Nearly all of the sites identified in the sites inventory are nonvacant, underutilized properties. However, with the focus on commercial corridors, there are just five identified sites that contain existing housing units. None of the identified sites contain existing multi-family residential uses. The five sites listed in Table 4- 8 each contain one single-family residence. All of these residences are older than 50 years, with all but one older than 70 years. Therefore, the overall risk of displacement due to the City's sites inventory is low.

However, AB 1397 imposes unit replacement requirements when new housing developments propose the demolition of "protected units" on a site identified in the sites inventory. Protected units include units subject to affordability

restrictions or other price control, but also include units that have been occupied by low or very low income households within the last five years. While none of the units listed in Table 4- 8 have any known affordability restrictions, it is possible that the units have been occupied by low or very low income households. Therefore, a program has been included in the Housing Element to comply with the anti-displacement requirements of AB 1397.

Table 4- 8: Opportunity Sites with Existing Housing Units

Opportunity Site	Address
41	5332 Lincoln Avenue
112	5661 Lincoln Avenue
124	9032 Denni Street
125	9052 Denni Street
137	9119 Bloomfield

Figure 4- 3: Typical Existing Conditions of Underutilized Sites



Sites 132-134: Existing strip mall development; Low improvement ratio; Adjacent to residential uses to the west and north; To be rezoned at 30 or 50 du/ac.



Sites 142 & 144: Portion of CTCC; Existing overflow parking for race track; Adjacent to entitled MF residential development; 10-15 du/ac under Alternative 2 or rezoned to 45-50 du/ac under Alternative 1.



Site 135: Existing strip commercial center; Low improvement ratio; Structure built prior to 1950. To be rezoned at 30 or 50 du/ac.



Sites 63-64: Existing nursery/RV storage; Low improvement ratio; Structures built prior to 1950. To be rezoned at 30 or 60 du/ac.

4.1.5. ADEQUACY OF SITES TO ACCOMMODATE RHNA

A summary of the sites inventory showing the City's ability to accommodate the total RHNA of 3,936 is provided in Table 4- 9.

Table 4- 9: Adequacy of Sites to Accommodate RHNA

Income Level	RHNA	Credits	Remaining RHNA	Alternative 1		Alternative 2	
				Sites Inventory Capacity	Surplus	Sites Inventory Capacity	Surplus
Very Low	1,150	5	1,145	2,100	306	2,159	365
Low	657	8	649				
Moderate	623	56	567	1,655	17	1,686	48
Above Moderate	1,506	435	1,071				
Total	3,936	504	3,432	3,755	323	3,845	413

4.2. FINANCIAL RESOURCES

A variety of potential funding sources are available to finance housing activities in Cypress. Due to both the high cost of developing and preserving housing, and limitations on both the amount and uses of funds, layering of funding sources may be required for affordable housing programs and projects. Table 4- 10 lists the potential funding sources that are available for housing activities. They are divided into five categories: federal, State, county, local, and private resources.

Table 4- 10: Financial Resources Available for Housing Activities

Program Name	Description	Eligible Activities
1. Federal Programs and Funding Sources		
Community Development Block Grant (CDBG)	The City applies to Orange County annually for CDBG grant funds. Historically, Cypress has received approximately $100,000 each year. However, the County anticipates a decrease in CDBG funds and Cypress anticipates a reduction to $75,000. The City uses CDBG funds for the on-going HELP II single-family rehabilitation program.	Acquisition Rehabilitation Homebuyer Assistance Economic Development Homeless Assistance Public Services
Home Investment Partnership (HOME)	Cypress does not receive HOME funds directly from the Federal government. However, Cypress can apply for HOME funds through the State of California's annual NOFA. Affordable rental housing projects in Cypress can apply for HOME funds through the County of Orange annual notice of funding availability (NOFA). HOME funds are used to assist low income (80% AMI) households.	New Construction Acquisition Rehabilitation Homebuyer Assistance Rental Assistance
Housing Choice Vouchers (formerly Section 8)	Rental assistance payments to owners of private market rate units on behalf of low-income (50% MFI) tenants. Administered by the Orange County Housing Authority.	Rental Assistance

Program Name	Description	Eligible Activities
Choice Neighborhoods Grants	Funds to address distressed neighborhoods and public and assisted projects to transform them into viable and sustainable mixed-income neighborhoods by linking housing improvements with appropriate services, schools, public assets, transportation, and access to jobs. Planning grants and implementation grants are available.	New Construction Acquisition Rehabilitation Economic Development Public Services
Section 202 Housing for Seniors	HUD provides capital advances to finance the construction, rehabilitation or acquisition with or without rehabilitation of structures that will serve as supportive housing for very low-income elderly persons, including the frail elderly, and provides rent subsidies for the projects to help make them affordable.	Acquisition Rehabilitation New Construction
Supportive Housing Program	Provides funding to develop supportive housing and services that will allow homeless persons to live as independently as possible. Grants under the Supportive Housing Program are awarded through a national competition held annually.	Homeless Assistance Public Services
Shelter Plus Care	Provides rental assistance for hard-to-serve homeless persons with disabilities in connection with supportive services funded from sources outside the program.	
2. State Programs		
SB 2 Planning Grants	Formula-based grant funds to assist cities with policies/procedures that will accelerate housing production and streamline housing project approval.	General Plan/Zoning Code updates; Environmental analyses that eliminate need for project specific review; Local process improvements that streamline planning/permitting
Low-income Housing Tax Credit (LIHTC)	Tax credits are available to persons and corporations that invest in low-income rental housing. Proceeds from the sale are typically used to create housing. Tax credits are available between 4% and 9%.	New Construction
Building Equity and Growth in Neighborhoods (BEGIN)	Grants to cities to provide down payment assistance (up to $30,000) to low and moderate income first-time homebuyers of new homes in projects with affordability enhanced by local regulatory incentives or barrier reductions. One funding round annually.	Homebuyer Assistance
CalHome	Grants to cities and non-profit developers to offer homebuyer assistance, including down payment assistance, rehabilitation, acquisition/rehabilitation, and homebuyer counseling. Loans to developers for property acquisition, site development, predevelopment and construction period expenses for homeownership projects. One funding round annually.	Predevelopment Site development Site acquisition Rehabilitation Acquisition/Rehab Down payment assistance Mortgage financing Homebuyer counseling

Program Name	Description	Eligible Activities
Transit-Oriented Development Housing Program	Under the program, low-interest loans are available as gap financing for rental housing developments that include affordable units, and as mortgage assistance for homeownership developments. In addition, grants are available to cities, counties, and transit agencies for infrastructure improvements necessary for the development of specified housing developments, or to facilitate connections between these developments and the transit station.	Homebuyer Assistance Predevelopment Site development Infrastructure
Infill Infrastructure Grant Program	Funding of public infrastructure (water, sewer, traffic, parks, site clean-up, etc) to facilitate infill housing development. One funding round annually.	Construction/rehabilitation/preservation, etc. of infrastructure necessary or integral to the development of a qualifying infill project.
CalHFA FHA Loan Program	Low-interest, short-term loans to local governments for affordable infill, owner-occupied housing developments. Links with CalHFA's Down Payment Assistance Program to provide subordinate loans to first-time buyers. Two funding rounds per year.	Site acquisition Pre-development costs
CalHFA Homebuyer's Down payment Assistance Program	CalHFA makes below market loans to first-time homebuyers of up to 3% of sales price. Program operates through participating lenders who originate loans for CalHFA. Funds available upon request to qualified borrowers.	Homebuyer Assistance
CalHFA Mental Health Services Act Funds	Jointly administered by the California Department of Mental Health and the California Housing Finance Agency on behalf of counties, the Program offers permanent financing and capitalized operating subsidies for the development of permanent supportive housing, including both rental and shared housing, to serve persons with serious mental illness and their families who are homeless or at risk of homelessness. MHSA Housing Program funds will be allocated for the development, acquisition, construction, and/or rehabilitation of permanent supportive housing.	New Construction Acquisition Rehabilitation Homeless Assistance Public Services Rental Assistance New
CalHFA New Issue Bond Program (NIBP)	Provides affordable housing bond funding to CalHFA and other housing finance agencies. This funding allows developers to secure a source of affordable financing in the marketplace which otherwise could not be obtained.	New Construction Acquisition Rehabilitation Preservation
Golden State Acquisition Fund (GSAF)	Affordable Housing Innovation Program (AHIP): provides loans for developers through a nonprofit fund manager to provide quick acquisition financing for the development or preservation of affordable housing.	New Construction Acquisition Rehabilitation Preservation
Emergency Housing and Assistance Program Operating Facility Grants (EHAP)	Provides operating facility grants for emergency shelters, transitional housing projects, and supportive services for homeless individuals and families.	Homeless Assistance Public Services

Program Name	Description	Eligible Activities
Emergency Housing and Assistance Program Capital Development (EHAPCD)	Funds capital development activities for emergency shelters, transitional housing, and safe havens that provide shelter and supportive services for homeless individuals and families.	Homeless Assistance Public Services
Infill Infrastructure Grant Program (IIG)	Provides grants for infrastructure construction and rehabilitation to support higher-density affordable and mixed-income housing in infill locations.	Predevelopment Site development Infrastructure
Multifamily Housing Program	Provides funding for new construction, rehabilitation, or acquisition and rehabilitation of permanent or transitional rental housing, and the conversion of nonresidential structures to rental housing. Projects are not eligible if construction has commenced as of the application date, or if they are receiving 9% federal low income housing tax credits. Eligible costs include the cost of child care, after-school care and social service facilities integrally linked to the assisted housing units; real property acquisition; refinancing to retain affordable rents; necessary onsite and offsite improvements; reasonable fees and consulting costs; and capitalized reserves.	Acquisition Rental Assistance Public Services Site development Infrastructure Development Fees
Predevelopment Loan Program (PDLP)	Provides predevelopment capital to finance the start of low income housing projects.	Predevelopment
3. County Programs		
Mortgage Assistance Program (MAP)	The County of Orange provides mortgage loans to first time homebuyers. The Affordable Housing Clearinghouse provides the homebuyer services for the County.	Homebuyer Assistance
Mortgage Credit Certificate (MCC)	The County of Orange offers the MCC program in partnership with Affordable Housing Applications. The MCC is a Federal Income Tax Credit program, effectively reducing the applicant's taxes and increasing their net earnings. Program currently on hold.	Homebuyer Assistance Income Tax Credit
4. Local Programs		
Tax Exempt Housing Revenue Bond	The City can support low-income housing by holding the required TEFRA hearing prior to enabling the issuance of housing mortgage revenue bonds. The bonds require the developer to lease a fixed percentage of the units to low-income families at specified rental rates.	New Construction Rehabilitation Acquisition

4.3. ADMINISTRATIVE RESOURCES

Described below are non-profit agencies that are currently active and have completed projects in Orange County. These agencies serve as resources in meeting the housing needs of the City, and are integral in implementing activities for acquisition/rehabilitation, preservation of assisted housing, and development of affordable housing.

4.3.1. ORANGE COUNTY HOUSING AUTHORITY (OCHA)

OCHA administers federally funded housing programs on behalf of Orange County. The largest program administered by the OCHA is the Housing Choice Voucher Program. However, the OCHA also administers homeownership programs, Emergency Housing Vouchers, Veterans Affairs Supportive Housing, and Family Self Sufficiency programs, among others. Qualifying Cypress residents may participate in these various programs administered through the OCHA.

4.3.2. HABITAT FOR HUMANITY

Habitat is a non-profit, Christian organization that builds and repairs homes for sale to very low-income families with the help of volunteers and homeowner/partner families. Habitat homes are sold to partner families at no profit with affordable, no interest loans. The local affiliate, Habitat for Humanity Orange County, has been active in Cypress, having built a total of 22 homes within the last two planning periods.

4.3.3. JAMBOREE HOUSING CORPORATION (JHC)

JHC is a non-profit developer that has developed and implemented numerous affordable housing projects throughout Southern California and the State. Jamboree has also established an in-house social services division to assist residents in maintaining self-sufficiency. "Housing with a HEART" (Helping Educate, Activate and Respond Together) now operates at most Jamboree-owned properties. Jamboree worked with the City of Cypress to develop a Neighborhood Improvement Plan for the Lemon-Lime neighborhood.

4.3.4. MERCY HOUSING CALIFORNIA

Mercy Housing has offices in Los Angeles, San Francisco, and Sacramento. Mercy Housing serves more than 10,000 people at about 100 properties. Residents range from families to people with special needs to seniors.

4.3.5. NATIONAL CORE

National CORE is a large affordable housing development and management company with properties in California, Texas, and Florida for a total of over 10,000 affordable units for families and seniors. National CORE has communities throughout Southern California, including six communities within Orange County. In addition to acquisition, project development, and property management, National CORE provides social services such as wellness programs, childcare programs, and family financial training.

4.4. OPPORTUNITIES FOR ENERGY CONSERVATION

As cities construct more housing to meet growing population demands, the consumption rate of energy becomes a significant issue. The primary uses of energy in urban areas are for transportation, lighting, water, heating and space heating and cooling. The high cost of energy demands that efforts be taken to reduce or minimize the overall level of urban consumption. Interest in addressing these impacts at all levels of government has been growing. In 2004, the State of California adopted legislation requiring LEED (Leadership in Energy and Environmental Design) certification for new and renovated public buildings and in 2010 the State released an updated Green Building Code focusing on green building techniques. The City of Cypress has adopted the 2019 California Building Code which has built on the energy efficiency standards of the initial Green Building Code.

In addition to the sustainable practices required by the California Building Code, there are many opportunities for conserving energy in new and existing residential units. Typically, construction of energy efficient buildings does not lower the price of housing however, housing with energy conservation features should result in reduced monthly occupancy costs as consumption of fuel and energy is decreased. Similarly, retrofitting existing structures with energy conserving features can result in a reduction in utility costs. Examples of energy conservation opportunities include weatherization programs and home energy audits; installation of insulation; installation or retrofitting of more efficient

appliances, and mechanical or solar energy systems; and building design and orientation which incorporates energy conservation considerations. The City enforces all provisions of Title 24 of the California Building Code, which provides for energy conservation features in new residential construction.

Both the public and private sectors currently offer grants, refunds, and other funding for green building. In addition, developments built to green standards assist both the owners and tenants with energy and maintenance costs over time. The following presents a variety of ways in which Cypress can promote energy conservation:

- Advertise utility rebate programs and energy audits available through Edison and Southern California Gas, particularly connected to housing rehabilitation programs. Lower-income households are also eligible for State sponsored energy and weatherization programs.
- Provide incentives, such as expedited plan check, for private developments that are building green.
- Support the elimination of contamination in older buildings (lead-based paint, asbestos, etc.) during rehabilitation and code inspections.
- Allow higher densities and mixed-use development within walking distance of commercial, thereby reducing vehicular trips and reducing greenhouse gas emissions.
- Promote funding opportunities for private green buildings, including available rebates and funding available through the California Energy Commission for installation of solar panels.
- Provide resource materials and training opportunities regarding green building and energy conservation.
- Apply green building criteria to rehabilitation of single and multi-family buildings.

4.4.1. SOUTHERN CALIFORNIA EDISON PROGRAMS

Southern California Edison (SCE) offers a variety of programs to assist households with energy conservation. These include:

- Rebate programs for energy efficient devices (i.e. appliances, thermostats, electric cars)
- Participation in the Residential Energy Efficiency Loan (REEL) Program: Provides financing options for energy efficiency upgrades to single-family homes and multi-family properties up to four units.
- Outreach materials and guides to assist households with increasing efficiency and lowering their bill.
- Participation in California Alternate Rates for Energy (CARE) and the Family Electric Rate Assistance (FERA) programs, which offer lower income customers a discount of 18% or more off their monthly electric bill.
- Energy Assistance Fund: Assists income qualified customers with their electric bill once in a 12 month period.
- Energy Savings Assistance Program: Provides funds to cover costs of new efficient appliances for eligible households.
- Participation in Low Income Home Energy Assistance Program, a federal program that assists lower income households that pay a high portion of their income to meet their energy needs.
- Affordable Multifamily Financing Program: Offers financing options to upgrade affordable housing properties to be more energy efficient.
- Solar on Multifamily Affordable Housing Program: Provides incentives for installation of solar on affordable housing properties.

4.4.2. SOUTHERN CALIFORNIA GAS COMPANY PROGRAMS

The Southern California Gas Company offers several energy efficiency programs and programs to assist lower income households with energy bills. These include:

- Rebate programs for efficient appliances.
- Residential Direct Install Program: Installation of energy saving improvements and devices for qualified households living in single or multi-family dwellings.

- Participation in the Residential Energy Efficiency Loan (REEL) Program: Provides financing options for energy efficiency upgrades to single-family homes and multi-family properties up to four units.
- Participation in California Alternate Rates for Energy (CARE), which offers lower income customers a discount of 20 percent off their monthly electric bill.
- Manufactured Home Program: Provides energy conservation evaluations and installations of energy and water saving devices and improvements for qualifying manufactured home customers.
- Energy Savings Assistance Program: Provides energy saving home improvements to qualified lower income households.
- Participation in Low Income Home Energy Assistance Program, a federal program that assists lower income households that pay a high portion of their income to meet their energy needs.
- One-Time Bill Assistance: Provides grants of up to $100 in one-time assistance to pay a gas bill
- Medical Baseline Allowance: Households with a seriously disabled member, or person with life-threatening illness, may qualify for additional gas at a reduced rate schedule.

APPENDIX A – SITES INVENTORY

The following factors were utilized to select feasible sites for the sites inventory:

1. Vacant sites, parking lots, or lots that are utilized for auto storage or nurseries that have minimum improvements.
2. Nonvacant sites with at least three of the following factors:
   a. Property owner or developer interest.
   b. Vacant buildings.
   c. Property is located near and similar to properties that have been recently developed. This shows synergy of redevelopment activities, developer interest, and market demand in the neighborhood.
   d. Existing uses are similar to types of uses being recycled in Cypress.
   e. Building age is at least 30 years old, indicating a high likelihood the building requires significant improvements to update the systems and difficult to meet ADA requirements without substantial rehabilitation.
   f. Existing floor area ratio (FAR) less than 0.40, similar to previously redeveloped sites.
   g. Improvement value to land value ratio of less than 1.0, indicating the land is worth more than the structures on the site.

Table A- 1: Alternative 1 Sites Inventory

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
Lower Income Sites									
6	13402105 6262 Lincoln Ave.	PC	LASP	LASP / 30	1.12	25	Nonvacant	2.c,e,f	Underutilized site with existing motel built in 1947; FAR is 0.3; Close to Cypress College.
7	13402117 6326 Lincoln Ave.	PC	LASP	LASP / 30	1.1	24	Nonvacant	2.d,e,f	Underutilized site with existing strip mall built in 1979; FAR is 0.3; Close to Cypress College; Potential to consolidate Sites 7-8 for a total site area of 1.7 acres.
8	13402121 6300 Lincoln Ave.	PC	LASP	LASP / 30	0.59	13	Nonvacant	2.d,f,g	Underutilized site with existing strip mall; FAR is 0.4; Close to Cypress College. Potential to consolidate Sites 7-8 for a total site area of 1.7 acres.
17	24407109 5200 Lincoln Ave.	PC	LASP	LASP / 30	2.36	53	Nonvacant	2.e,f,g	Underutilized site with existing church and school facility built in 1936; FAR is 0.2; one of the larger parcels on the Lincoln Ave. corridor; located in a high resource area (TCAC/HCD opportunity map)
61	24447206 5682 Lincoln Ave.	PC	LASP	LASP / 30	0.58	13	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1963; FAR is 0.2; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
62	24447207 5692 Lincoln Ave.	PC	LASP	LASP / 30	0.63	14	Nonvacant	2.d,e,f	Underutilized site occupied by light manufacturing/RV storage; FAR is 0.3; potential to consolidate Sites 60-65 for

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
63	24447208 5702 Lincoln Ave.	PC	LASP	LASP / 30	0.7	15	Nonvacant	1; 2.e,f,g	Underutilized site occupied by RV storage business; structure built in 1946; FAR is less than 0.1; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
64	24447209 5732 Lincoln Ave.	PC	LASP	LASP / 30	1.09	24	Nonvacant	1	City-owned site occupied by a small nursery/farm; no structures on site; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership
65	24447212 5640 Lincoln Ave.	PC	LASP	LASP / 30	0.55	12	Nonvacant	2.d,f,g	Underutilized site occupied by auto repair business; FAR is 0.2; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
68	26235713 5031 Lincoln Ave.	PC	LASP	LASP / 30	0.88	19	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto repair business; structure built in 1951; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map)
69	26235714 5051 Lincoln Ave.	PC	LASP	LASP / 30	0.8	18	Nonvacant	2.d,e,f	Underutilized site occupied by auto repair business; structure built in 1948; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
70	26235715 5081 Lincoln Ave.	PC	LASP	LASP / 30	1.58	35	Nonvacant	2.e,f,g	Underutilized site occupied by a self-storage facility built in 1973; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
71	26236143 5131 Lincoln Ave.	PC	LASP	LASP / 30	0.77	17	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair business; structure built in 1959; improvement value to land value ratio is less than 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
72	26236144 5171 Lincoln Ave.	PC	LASP	LASP / 30	0.77	17	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall built in 1962; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
74	26241201 8851 Watson St.	PC	LASP	LASP / 30	0.67	15	Nonvacant	2.e,f,g	Underutilized site occupied by light manufacturing uses; FAR is 0.4; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 74-75 for a total site area of 1.12 acres

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
83	26241214 5271 Lincoln Ave.	PC	LASP	LASP / 30	0.92	20	Nonvacant	2.e,f,g	Underutilized site occupied by a church built in 1941; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
84	26241218 5311 Lincoln Ave.	PC	LASP	LASP / 30	0.56	12	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1940; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
85	26241219 5312 Cypress St.	PC	LASP	LASP / 30	0.56	12	Nonvacant	2.d,e,f,g	Underutilized site occupied by an office building built in 1956; FAR is 0.2; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
86	26241220 5241 Lincoln Ave.	PC	LASP	LASP / 30	1.98	44	Nonvacant	2.d,e,f,g	Underutilized site occupied by commercial/light industrial building; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
87	26241223 5305 Lincoln Ave.	PC	LASP	LASP / 30	0.68	15	Nonvacant	2.d,e,f	Underutilized site occupied by a medical office building; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
92	26242307 8940 Electric St.	PC	LASP	LASP / 30	0.5	11	Nonvacant	2.e,f,g	Underutilized site occupied by light industrial uses; structure built in 1979; FAR is 0.4; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
96	26242401 8882 Watson St.	PC	LASP	LASP / 30	0.82	18	Nonvacant	2.e,f,g	Underutilized site occupied by a self-storage facility built; located in a high resource area (TCAC/HCD Opportunity Map)
101	26242407 8941 Electric St.	PC	LASP	LASP / 30	0.71	15	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1965; FAR is 0.3; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
107	26247232 5601 Lincoln Ave.	PC	LASP	LASP / 30	1.4	31	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1978; FAR is 0.3; owner has expressed interested in selling/redeveloping the property; potential to consolidate Sites 107-110 for a total site area of 2.5 acres

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
111	26247236 5651 Lincoln Ave.	PC	LASP	LASP / 30	0.83	18	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1929; FAR is 0.2; owner has expressed interested in selling/redeveloping the property
114	26247241 5721 Lincoln Ave.	PC	LASP	LASP / 30	1.66	37	Nonvacant	2.d,e,f	Underutilized site improved with a strip mall; FAR is 0.4
115	24109138 4955 Katella Ave.	PBP	PBP	PBP / 60	7.15	321	Nonvacant	2.b,c,f,g	Underutilized site improved with a commercial center; FAR is 0.3; one half of the large big box building on the site is currently vacant (formerly an office supply store); adjacent to new residential projects currently under development.
117/118	24405105, 24405106 4942 Lincoln Ave.	PC	LASP	LASP / 30	0.79	17	Nonvacant	2.d,e,f	Sites 117-118 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by an auto repair business; structure built in 1929; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.
121	24405109 4872 Lincoln Ave.	PC	LASP	LASP / 30	0.79	17	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1929; FAR is 0.2; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.
122	24405129 4750 Lincoln Ave.	PC	LASP	LASP / 30	2.34	52	Nonvacant	2.d,e,f,g	Underutilized site occupied by a strip mall built in 1978; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
123	24435107 4502 Lincoln Ave.	PC	LASP	LASP / 30	0.52	11	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall built in 1976; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
127	24436104 4656 Lincoln Ave.	PC	LASP	LASP / 30	9.53	214	Nonvacant	1; 2.f,g	Underutilized site identified in the 5th cycle sites inventory; one of largest sites within the Lincoln Ave. corridor and adjacent to other residential uses; existing use is light manufacturing; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Due to the shape, size, and configuration of the site, only the back portion of the site (9.53 ac.) has been identified for redevelopment. This portion of the site is on a separate lease from the manufacturing use and is currently utilized for RV storage.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
128	24436124 4674 Lincoln Ave.	PC	LASP	LASP / 30	2.39	53	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map)
129/130	24456103, 24456104 4470-4480 Lincoln Ave.	PC	LASP	LASP / 30	3.86	86	Nonvacant	2.a,d,e,f,g	Sites 129-130 being considered together because they are occupied by the commercial center and have the same owner; owner has shown an interest in selling/redeveloping the properties; structure built in 1978; FAR is 0.3; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 129-131 for total site area of 4.98 acres.
131	24456303 4346 Lincoln Ave.	PC	LASP	LASP / 30	1.12	25	Nonvacant	2.d,e,f	Underutilized site with a strip mall built in 1973; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 129-131 for total site area of 4.98 acres.
132	26234163 4943 Lincoln Ave.	PC	LASP	LASP / 30	2.18	49	Nonvacant	2.d,f,g	Underutilized site with a strip mall; improvement value to land value ratio is less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
133	26234164 4991 Lincoln Ave.	PC	LASP	LASP / 30	0.96	21	Nonvacant	2.e,f,g	Underutilized site with a restaurant building built in 1978; improvement value to land value ratio is less than 0.5; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
134	26234165 4901 Lincoln Ave.	PC	LASP	LASP / 30	0.53	11	Nonvacant	2.e,f,g	Underutilized site with a drive thru restaurant built in 1978; improvement value to land value ratio is approximately 0.5; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
135	26247302 8972 Walker St.	PC	LASP	LASP / 30	0.7	15	Nonvacant	2.d,e,f,g	Underutilized site with a strip mall built in 1928; improvement value to land value is less than 0.25
137/138	24434102, 24434109 9119 Bloomfield	PC	LASP	LASP / 30	4.84	108	Nonvacant	1; 2.e,f,g	Sites 137-138 being considered together because they are occupied by the same uses and have the same owner; the property contains one single family house and is also used as a nursery; the house was built in 1963; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Total site area of the two parcels is 4.84 acres.
142	CTCC High Density	CTCC	CTCC – SF Detached Area B/ 8	CTCC – HDR / 45	7.6	273	Nonvacant	1; 2.a,c,f	Proposed new High Density Residential District in the CTCC on the Los Alamitos Race Course (LARC) property. In addition to the Race Course area, a large portion of the

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
	Residential District								LARC property contains ancillary uses such as stables and parking lots. The CTCC was initiated by the LARC owners to envision redevelopment leading up to and upon closure of the LARC. Creation of the HDR District would require voter approval.
144	CTCC Town Center District	CTCC	CTCC – Town Center / 17.2	CTCC – Town Center / 50	7	280	Nonvacant	1; 2.a,c,f	Proposed upzoning of the Town Center District in the CTCC on the Los Alamitos Race Course (LARC) property. In addition to the Race Course area, a large portion of the LARC property contains ancillary uses such as stables and parking lots. The CTCC was initiated by the LARC owners to envision redevelopment leading up to and upon closure of the LARC. Upzoning of the TC District would require voter approval.
				Lower Income Sites Subtotal	**77.1**	**2,100**			
Moderate/Above Moderate Income Sites									
3	13401154 6056 Lincoln Ave.	PC	PC – Lincoln Ave. Specific Plan (LASP)	LASP / 30	0.52	11	Nonvacant	2.d,e,f	Underutilized site with existing strip mall built in 1984; FAR is 0.2; Close to Cypress College. Potential to consolidate Sites 3-4 for a total site area of 0.79 acres.
4	13401155 6046 Lincoln Ave.	PC	LASP	LASP / 30	0.27	6	Nonvacant	2.d,e,f,g	Underutilized site with small retail building built in 1961; FAR is 0.1; improvement value to land value ratio is less than 0.5; Close to Cypress College. Potential to consolidate Sites 3-4 for a total site area of 0.79 acres.
14	24405135 4992 Lincoln Ave.	PC	LASP	LASP / 30	0.48	10	Nonvacant	2.d,f,g	Underutilized site with existing gas station; FAR is 0.3; located in high resource area (TCAC/HCD opportunity map).
15	24407101 5012 Lincoln Ave.	PC	LASP	LASP / 30	0.4	9	Nonvacant	2.d,e,g	Underutilized site with existing gas station built in 1962; Improvement value to land value ratio lower than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.
16	24407105 5032 Lincoln Ave.	PC	LASP	LASP / 30	1.38	31	Nonvacant	2.d,e,f	Underutilized site with existing auto repair center; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.
18	24407111 5022 Lincoln Ave.	PC	LASP	LASP / 30	0.29	6	Nonvacant	2.a,f,g	Underutilized site with existing car wash; Improvement value to land value ratio of less than 0.2; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map); Owner has expressed interested in selling property; Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
33	24446101 5242 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing office building built in 1941; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
34	24446102 5252 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing office building; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
35	24446103 5262 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing retail building built in 1942; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
36/37/38	24446104, 24446105, 24446106 5272-5302 Lincoln Ave.	PC	LASP	LASP / 30	0.56	12	Nonvacant	2.a,b,d,e, f,g	Sites 36-38 being considered together because they are under the same ownership; Underutilized site formerly occupied by an equipment rental business; currently vacant and owner has expressed interest in selling the property; improvement value to land value is less than 0.25; structure on property built in 1924; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
39	24446107 5312 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1926; Improvement value to land value ratio is less than 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
40	24446108 5322 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1914; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
41	24446109 5332 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.e,f,g	Underutilized site occupied by a single family residence built in 1923; Improvement value to land value ratio is 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
42	24446110 5342 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small retail building (currently window tinting business) built in 1952; Improvement value to land value ratio is less than 0.25; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
43	24446111 5352 Lincoln Ave.	PC	LASP	LASP / 30	0.13	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an office building (currently dental office) built in 1923; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
44	24446201 5361 Lincoln Ave.	PC	LASP	LASP / 30	0.18	4	Nonvacant	2.d,e,f,g	Underutilized site occupied by a retail building (currently liquor store) built in 1968; improvement value to land value ratio is less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
45	24446202 5376 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair shop; structure built in 1964; improvement value to land value ratio is less than 0.25; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
46	24446203 5388 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair shop; structure built in 1984; improvement value to land value ratio is less than 0.25; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
47	24446204 5396 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,g	Underutilized site occupied by a small office building built in 1962; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
48	24446205 5406 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1923; improvement value to land value ratio less than 0.25; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
49/50	24446206, 24446207 5422 Lincoln Ave.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,e,f	Sites 49-50 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by an animal hospital built in 1968; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
51	24446211 9051 Walker St.	PC	LASP	LASP / 30	0.18	4	Nonvacant	2.e,f,g	Underutilized site occupied by a preschool; structure built in 1938; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 51-52 for total site area of 0.73 acres.
52	24446212 5417 Bishop St.	PC	LASP	LASP / 30	0.55	12	Nonvacant	2.e,f,g	Underutilized site occupied by a preschool; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 51-52 for total site area of 0.73 acres.
53	24446220 5490 Lincoln Ave.	PC	LASP	LASP / 30	0.5	11	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
54	24447102 5552 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f	Underutilized site occupied by a retail store built in 1964; FAR is 0.2; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
55	24447103	PC	LASP	LASP / 30	0.11	2	Vacant	1	Vacant site; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
56	24447106 5500 Lincoln Ave.	PC	LASP	LASP / 30	0.19	4	Nonvacant	2.e,f,g	Underutilized site occupied by a drive thru restaurant built in 1968; FAR is 0.1; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
57	24447119 5530 Lincoln Ave.	PC	LASP	LASP / 30	0.22	4	Nonvacant	2.d,e,f	Underutilized site occupied by a retail store; structure built in 1968; FAR is 0.4; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
58	24447125 9052 Walker St.	PC	LASP	LASP / 30	0.36	8	Nonvacant	2.d,e,f	Underutilized site occupied by an auto repair business; structure built in 1973; FAR is 0.3.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
59	24447126 5592 Lincoln Ave.	PC	LASP	LASP / 30	0.42	9	Nonvacant	2.d,f,g	Underutilized site occupied by an auto repair business; improvement value to land value ratio is less than 0.5; FAR is 0.2; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
60	24447205 5662 Lincoln Ave.	PC	LASP	LASP / 30	0.46	10	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1961; FAR is 0.4; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
66	26235711 89880 Moody St.	PC	LASP	LASP / 30	0.22	4	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair business; structure built in 1973; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 66-67 for total site area of 0.5 acres.
67	26235712 5011 Lincoln Ave.	PC	LASP	LASP / 30	0.28	6	Nonvacant	2.e,f,g	Underutilized site occupied by drive thru restaurant built in 1964; FAR is 0.2; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 66-67 for total site area of 0.5 acres.
75	26241202 8865 Watson St.	PC	LASP	LASP / 30	0.45	10	Nonvacant	1; 2.e,f,g	Underutilized site occupied by truck/trailer storage; structure built in 1959; FAR is 0.1; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 74-75 for a total site area of 1.12 acres
76	26241205 8891 Watson St.	PC	LASP	LASP / 30	0.45	10	Nonvacant	2.d,e,f	Underutilized site with an office building built in 1920; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
77	26241206 8811 Watson St.	PC	LASP	LASP / 30	0.24	5	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1946; FAR is 0.3; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
78	26241207 8921 Watson St.	PC	LASP	LASP / 30	0.24	5	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1941; FAR is 0.1; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
79	26241208 8931 Watson St.	PC	LASP	LASP / 30	0.41	9	Nonvacant	2.d,e,f	Underutilized site with an office building built in 1947; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
80	26241209 5351 Lincoln Ave.	PC	LASP	LASP / 30	0.25	5	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto tire shop; structure built in 1945; FAR is 0.4; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
81	26241210 5331 Lincoln Ave.	PC	LASP	LASP / 30	0.32	7	Nonvacant	2.d,e,f,g	Underutilized site with an office building built in 1955; FAR is 0.2; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
82	26241212 5300 Cypress	PC	LASP	LASP / 30	0.49	11	Nonvacant	2.e,f,g	Underutilized site with light manufacturing building; improvement value to land value ratio is approximately 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
88	26242201	PC	LASP	LASP / 30	0.15	3	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structures on the site; owned by the Orange County Local Transportation Authority; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 88-89 for a total site area of 0.29 acres
89	26242202 5421 Philo Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structures on the site; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 88-89 for a total site area of 0.29 acres
91	26242306 5431 Lincoln Ave.	PC	LASP	LASP / 30	0.19	4	Nonvacant	2.d,e,f	Underutilized site occupied by an auto repair business; structures built in 1966; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
93	26242308 5471 Lincoln Ave.	PC	LASP	LASP / 30	0.4	9	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto-related retail; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
94	26242309 8951 Walker St.	PC	LASP	LASP / 30	0.31	6	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto repair shop; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
90/95	26242310 8931 Walker St.	PC	LASP	LASP / 30	0.19	4	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard in conjunction with Site 90; improvement value to land value ratio less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
97	26242402 8891 Electric St.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
98	26242403 8892 Watson St.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,e,g	Underutilized site improved with an office building built in 1950; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
99	26242404 8902 Watson St.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1934; FAR is 0.3; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
100	26242406 8912 Watson St.	PC	LASP	LASP / 30	0.33	7	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structure on site; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
102	26242408 8932 Watson St.	PC	LASP	LASP / 30	0.33	7	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structure on site; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
103	26242409 5371 Watson St.	PC	LASP	LASP / 30	0.44	9	Nonvacant	2.d,e,f	Underutilized site improved with a strip mall built in 1963; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
104	26242410 5381 Lincoln Ave.	PC	LASP	LASP / 30	0.26	5	Nonvacant	2.b,d,e,f,g	Underutilized site with a vacant retail building built in 1970; FAR is 0.3; located in a high resource area (TCAC/HCD

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
105	26242411 5391 Lincoln Ave.	PC	LASP	LASP / 30	0.2	4	Nonvacant	2.d,e,g	Underutilized site with a commercial building utilized for an animal hospital and built in 1965; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
106	26242413 8921 Electric St.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; FAR is 0.1; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
108	26247233 5591 Lincoln Ave.	PC	LASP	LASP / 30	0.47	10	Nonvacant	2.e,f,g	Underutilized site occupied by a small restaurant building built in 1968; FAR is 0.1; improvement value to land value ratio is less than 0.25; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
109	26247234 5631 Lincoln Ave.	PC	LASP	LASP / 30	0.41	9	Nonvacant	2.d,e,f	Underutilized site occupied by a dental office; structure built in 1941; FAR is 0.2; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
110	26247235 5641 Lincoln Ave.	PC	LASP	LASP / 30	0.23	5	Nonvacant	2.d,e,f	Underutilized site occupied by a dental office; structure built in 1971; FAR is 0.2; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
112	26247237 5661 Lincoln Ave.	PC	LASP	LASP / 30	0.36	8	Nonvacant	2.e,f,g	Underutilized site occupied by a single family residence built in 1948; FAR is 0.2; improvement value to land value ratio is less than 0.5; potential to consolidate Sites 112-113 for a total site area of 0.82 acres.
113	26247238 5671 Lincoln Ave.	PC	LASP	LASP / 30	0.46	10	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1949; FAR is 0.3; potential to consolidate Sites 112-113 for a total site area of 0.82 acres.
119/120	24405107, 24405108 4902 Lincoln Ave.	PC	LASP	LASP / 30	0.78	16	Nonvacant	2.e,f,g	Sites 119-120 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by a used car dealership; structure built in 1931; FAR is 0.1; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
124	24435108 9032 Denni St.	PC	LASP	LASP / 30	0.28	6	Nonvacant	2.e,f,g	Underutilized site with a single family residence built in 1947; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
125	24435109 9052 Denni St.	PC	LASP	LASP / 30	0.23	5	Nonvacant	2.e,f,g	Underutilized site with a single family residence built in 1947; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
126	24435127	PC	LASP	LASP / 30	0.38	8	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair business; FAR is 0.2; adjacent to new residential development to the east and west; located in a high resource area (TCAC/HCD Opportunity Map)
136	24405138 9041 Moody St.	PC	LASP	LASP / 30	0.3	6	Nonvacant	2.d,e,f,g	Underutilized site occupied by a dental office; structure built in 1949; improvement value to land value is approximately 0.5; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map)
145	CTCC Single Family Detached Area A	CTCC	CTCC – SF Detached / 8	CTCC – SF Detached / 8	20.2	161	Nonvacant	2.a,c,e,f	Existing Districts of the CTCC on the Los Alamitos Race Course (LARC) property. In addition to the Race Course area, a large portion of the LARC property contains ancillary uses such as stables and parking lots. The CTCC was initiated by the LARC owners to envision redevelopment leading up to and upon closure of the LARC. The only proposed changes to these districts is removal of the total unit cap of 1,250 to allow for development up to the maximum density already allowed in each district. Removal of the cap would require voter approval.
146	CTCC Single Family Detached Area B	CTCC	CTCC – SF Detached / 8	CTCC – SF Detached / 8	18	144	Nonvacant		
147	CTCC Single Family Attached	CTCC	CTCC – SF Attached / 10	CTCC – SF Attached / 10	28.3	283	Nonvacant		
148	CTCC Senior/Medium Density Residential	CTCC	CTCC – Senior/MDR / 15	CTCC – Senior/MDR / 15	24.1	361	Nonvacant		
149	CTCC Mixed Use (TC/MDR)	CTCC	CTCC – Mixed Use (TC/MDR) / 15	CTCC – Mixed Use (TC/MDR) / 15	15.1	226	Nonvacant		
150	CTCC Mixed Use (TC/SFR/MDR)	CTCC	CTCC – Mixed Use (TC/SFR/MDR) / 15	CTCC – Mixed Use (TC/SFR/MDR) / 15	4.2	63	Nonvacant		
Moderate/Above Moderate Income Sites Subtotal					**129.7**	**1,655**			
Alternative 1 Sites Total					**206.8**	**3,755**			

Table A- 2: Alternative 2 Sites Inventory

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
Lower Income Sites									
3	13401154 6056 Lincoln Ave.	PC	PC – Lincoln Ave. Specific Plan (LASP)	LASP / 60	0.52	23	Nonvacant	2.d,e,f	Underutilized site with existing strip mall built in 1984; FAR is 0.2; Close to Cypress College. Potential to consolidate Sites 3-4 for a total site area of 0.79 acres.
6	13402105 6262 Lincoln Ave.	PC	LASP	LASP / 60	1.12	60	Nonvacant	2.c,e,f	Underutilized site with existing motel built in 1947; FAR is 0.3; Close to Cypress College.
7	13402117 6326 Lincoln Ave.	PC	LASP	LASP / 60	1.1	49	Nonvacant	2.d,e,f	Underutilized site with existing strip mall built in 1979; FAR is 0.3; Close to Cypress College; Potential to consolidate Sites 7-8 for a total site area of 1.7 acres.
8	13402121 6300 Lincoln Ave.	PC	LASP	LASP / 60	0.59	26	Nonvacant	2.d,f,g	Underutilized site with existing strip mall; FAR is 0.4; Close to Cypress College. Potential to consolidate Sites 7-8 for a total site area of 1.7 acres.
17	24407109 5200 Lincoln Ave.	PC	LASP	LASP / 30	2.36	53	Nonvacant	2.e,f,g	Underutilized site with existing church and school facility built in 1936; FAR is 0.2; one of the larger parcels on the Lincoln Ave. corridor; located in a high resource area (TCAC/HCD opportunity map)
52	24446212 5417 Bishop St.	PC	LASP	LASP / 30	0.55	12	Nonvacant	2.e,f,g	Underutilized site occupied by a preschool; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 51-52 for total site area of 0.73 acres.
53	24446220 5490 Lincoln Ave.	PC	LASP	LASP / 30	0.5	11	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
61	24447206 5682 Lincoln Ave.	PC	LASP	LASP / 60	0.58	26	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1963; FAR is 0.2; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
62	24447207 5692 Lincoln Ave.	PC	LASP	LASP / 60	0.63	28	Nonvacant	2.d,e,f	Underutilized site occupied by light manufacturing/RV storage; FAR is 0.3; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
63	24447208 5702 Lincoln Ave.	PC	LASP	LASP / 60	0.7	31	Nonvacant	1; 2.e,f,g	Underutilized site occupied by RV storage business; structure built in 1946; FAR is less than 0.1; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
64	24447209 5732 Lincoln Ave.	PC	LASP	LASP / 60	1.09	49	Nonvacant	1	City-owned site occupied by a small nursery/farm; no structures on site; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership
65	24447212 5640 Lincoln Ave.	PC	LASP	LASP / 60	0.55	24	Nonvacant	2.d,f,g	Underutilized site occupied by auto repair business; FAR is 0.2; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
68	26235713 5031 Lincoln Ave.	PC	LASP	LASP / 30	0.88	19	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto repair business; structure built in 1951; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map)
69	26235714 5051 Lincoln Ave.	PC	LASP	LASP / 30	0.8	18	Nonvacant	2.d,e,f	Underutilized site occupied by auto repair business; structure built in 1948; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
70	26235715 5081 Lincoln Ave.	PC	LASP	LASP / 30	1.58	35	Nonvacant	2.e,f,g	Underutilized site occupied by a self-storage facility built in 1973; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
71	26236143 5131 Lincoln Ave.	PC	LASP	LASP / 30	0.77	17	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair business; structure built in 1959; improvement value to land value ratio is less than 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
72	26236144 5171 Lincoln Ave.	PC	LASP	LASP / 30	0.77	17	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall built in 1962; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 70-72 for a total site area of 3.12 acres
74	26241201 8851 Watson St.	PC	LASP	LASP / 50	0.67	25	Nonvacant	2.e,f,g	Underutilized site occupied by light manufacturing uses; FAR is 0.4; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 74-75 for a total site area of 1.12 acres
83	26241214 5271 Lincoln Ave.	PC	LASP	LASP / 50	0.92	34	Nonvacant	2.e,f,g	Underutilized site occupied by a church built in 1941; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
84	26241218 5311 Lincoln Ave.	PC	LASP	LASP / 50	0.56	21	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1940; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
85	26241219 5312 Cypress St.	PC	LASP	LASP / 50	0.56	21	Nonvacant	2.d,e,f,g	Underutilized site occupied by an office building built in 1956; FAR is 0.2; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
86	26241220 5241 Lincoln Ave.	PC	LASP	LASP / 50	1.98	74	Nonvacant	2.d,e,f,g	Underutilized site occupied by commercial/light industrial building; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
87	26241223 5305 Lincoln Ave.	PC	LASP	LASP / 50	0.68	25	Nonvacant	2.d,e,f	Underutilized site occupied by a medical office building; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
92	26242307 8940 Electric St.	PC	LASP	LASP / 50	0.5	18	Nonvacant	2.e,f,g	Underutilized site occupied by light industrial uses; structure built in 1979; FAR is 0.4; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
96	26242401 8882 Watson St.	PC	LASP	LASP / 50	0.82	30	Nonvacant	2.e,f,g	Underutilized site occupied by a self-storage facility built; located in a high resource area (TCAC/HCD Opportunity Map)
101	26242407 8941 Electric St.	PC	LASP	LASP / 50	0.71	26	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1965; FAR is 0.3; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
107	26247232 5601 Lincoln Ave.	PC	LASP	LASP / 60	1.4	63	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1978; FAR is 0.3; owner has expressed interested in selling/redeveloping the property; potential to

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									consolidate Sites 107-110 for a total site area of 2.5 acres
111	26247236 5651 Lincoln Ave.	PC	LASP	LASP / 60	0.83	37	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1929; FAR is 0.2; owner has expressed interested in selling/redeveloping the property
114	26247241 5721 Lincoln Ave.	PC	LASP	LASP / 60	1.66	74	Nonvacant	2.d,e,f	Underutilized site improved with a strip mall; FAR is 0.4
115	24109138 4955 Katella Ave.	PBP	PBP	PBP / 60	7.15	321	Nonvacant	2.b,c,f,g	Underutilized site improved with a commercial center; FAR is 0.3; one half of the large big box building on the site is currently vacant (formerly an office supply store); adjacent to new residential projects currently under development.
118	24405106 4942 Lincoln Ave.	PC	LASP	LASP / 30	0.76	17	Nonvacant	2.d,e,f	Sites 117-118 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by an auto repair business; structure built in 1929; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.
121	24405109 4872 Lincoln Ave.	PC	LASP	LASP / 30	0.79	17	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1929; FAR is 0.2; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.
122	24405129 4750 Lincoln Ave.	PC	LASP	LASP / 30	2.34	52	Nonvacant	2.d,e,f,g	Underutilized site occupied by a strip mall built in 1978; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map)
123	24435107 4502 Lincoln Ave.	PC	LASP	LASP / 30	0.52	11	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall built in 1976; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
127	24436104 4656 Lincoln Ave.	PC	LASP	LASP / 30	11.63	261	Nonvacant	1; 2.f,g	Underutilized site identified in the 5th cycle sites inventory; one of largest sites within the Lincoln Ave. corridor and adjacent to other residential uses; existing use is light manufacturing; FAR is 0.2; located

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									in a high resource area (TCAC/HCD Opportunity Map). Due to the shape, size, and configuration of the site, only the back portion of the site (9.53 ac.) has been identified for redevelopment. This portion of the site is on a separate lease from the manufacturing use and is currently utilized for RV storage.
128	24436124 4674 Lincoln Ave.	PC	LASP	LASP / 30	2.39	53	Nonvacant	2.d,e,f	Underutilized site occupied by a strip mall; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map)
129/130	24456103, 24456104 4470-4480 Lincoln Ave.	PC	LASP	LASP / 30	3.86	86	Nonvacant	2.a,d,e,f,g	Sites 129-130 being considered together because they are occupied by the commercial center and have the same owner; owner has shown an interest in selling/redeveloping the properties; structure built in 1978; FAR is 0.3; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 129-131 for total site area of 4.98 acres.
131	24456303 4346 Lincoln Ave.	PC	LASP	LASP / 50	1.12	42	Nonvacant	2.d,e,f	Underutilized site with a strip mall built in 1973; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 129-131 for total site area of 4.98 acres.
132	26234163 4943 Lincoln Ave.	PC	LASP	LASP / 50	2.18	81	Nonvacant	2.d,f,g	Underutilized site with a strip mall; improvement value to land value ratio is less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
133	26234164 4991 Lincoln Ave.	PC	LASP	LASP / 50	0.96	36	Nonvacant	2.e,f,g	Underutilized site with a restaurant building built in 1978; improvement value to land value ratio is less than 0.5; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
134	26234165 4901 Lincoln Ave.	PC	LASP	LASP / 50	0.53	19	Nonvacant	2.e,f,g	Underutilized site with a drive thru restaurant built in 1978; improvement value to land value ratio is approximately 0.5; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 132-134 for total site area of 3.67 acres.
135	26247302 8972 Walker St.	PC	LASP	LASP / 50	0.7	26	Nonvacant	2.d,e,f,g	Underutilized site with a strip mall built in 1928; improvement value to land value is less than 0.25

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
137/138	24434102, 24434109 9119 Bloomfield	PC	LASP	LASP / 30	4.84	108	Nonvacant	1; 2.e,f,g	Sites 137-138 being considered together because they are occupied by the same uses and have the same owner; the property contains one single family house and is also used as a nursery; the house was built in 1963; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Total site area of the two parcels is 4.84 acres.
Lower Income Sites Subtotal					**64.0**	**2,159**			
Moderate/Above Moderate Income Sites									
4	13401155 6046 Lincoln Ave.	PC	LASP	LASP / 60	0.27	12	Nonvacant	2.d,e,f,g	Underutilized site with small retail building built in 1961; FAR is 0.1; improvement value to land value ratio is less than 0.5; Close to Cypress College. Potential to consolidate Sites 3-4 for a total site area of 0.79 acres.
14	24405135 4992 Lincoln Ave.	PC	LASP	LASP / 30	0.48	10	Nonvacant	2.d,f,g	Underutilized site with existing gas station; FAR is 0.3; located in high resource area (TCAC/HCD opportunity map).
15	24407101 5012 Lincoln Ave.	PC	LASP	LASP / 30	0.4	9	Nonvacant	2.d,e,f,g	Underutilized site with existing gas station built in 1962; Improvement value to land value ratio lower than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.
16	24407105 5032 Lincoln Ave.	PC	LASP	LASP / 30	1.38	31	Nonvacant	2.d,e,f	Underutilized site with existing auto repair center; FAR is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.
18	24407111 5022 Lincoln Ave.	PC	LASP	LASP / 30	0.29	6	Nonvacant	2.a,f,g	Underutilized site with existing car wash; Improvement value to land value ratio of less than 0.2; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map); Owner has expressed interested in selling property; Potential to consolidate Sites 15-16 & 18 for total site area of 2.07 acres.
33	24446101 5242 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing office building built in 1941; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
34	24446102 5252 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing office building; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
35	24446103 5262 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f	Underutilized site with existing retail building built in 1942; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
36/37 /38	24446104, 24446105, 24446106 5272-5302 Lincoln Ave.	PC	LASP	LASP / 30	0.56	12	Nonvacant	2.a,b,d,e, f,g	Sites 36-38 being considered together because they are under the same ownership; Underutilized site formerly occupied by an equipment rental business; currently vacant and owner has expressed interest in selling the property; improvement value to land value is less than 0.25; structure on property built in 1924; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
39	24446107 5312 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1926; Improvement value to land value ratio is less than 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
40	24446108 5322 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1914; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
41	24446109 5332 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.e,f,g	Underutilized site occupied by a single family residence built in 1923; Improvement value to land value ratio is 0.1; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
42	24446110 5342 Lincoln Ave.	PC	LASP	LASP / 30	0.14	3	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small retail building (currently window tinting business) built in 1952; Improvement value to land value ratio is less than 0.25; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
43	24446111 5352 Lincoln Ave.	PC	LASP	LASP / 30	0.13	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an office building (currently dental office) built in 1923; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 33-43 for total site area of 1.67 acres. Sites 36-38 are under the same ownership and Sites 42-43 are under the same ownership.
44	24446201 5361 Lincoln Ave.	PC	LASP	LASP / 30	0.18	4	Nonvacant	2.d,e,f,g	Underutilized site occupied by a retail building (currently liquor store) built in 1968; improvement value to land value ratio is less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
45	24446202 5376 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair shop; structure built in 1964; improvement value to land value ratio is less than 0.25; FAR is 0.4; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
46	24446203 5388 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair shop; structure built in 1984; improvement value to land value ratio is less than 0.25; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									ownership and Sites 49-50 are under the same ownership.
47	24446204 5396 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,g	Underutilized site occupied by a small office building built in 1962; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
48	24446205 5406 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f,g	Underutilized site occupied by a small office building built in 1923; improvement value to land value ratio less than 0.25; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
49	24446206, 24446207 5422 Lincoln Ave.	PC	LASP	LASP / 30	0.17	3	Nonvacant	2.d,e,f	Sites 49-50 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by an animal hospital built in 1968; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 44-50 for total site area of 0.79 acres. Sites 45-46 are under the same ownership and Sites 49-50 are under the same ownership.
51	24446211 9051 Walker St.	PC	LASP	LASP / 30	0.18	4	Nonvacant	2.e,f,g	Underutilized site occupied by a preschool; structure built in 1938; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 51-52 for total site area of 0.73 acres.
54	24447102 5552 Lincoln Ave.	PC	LASP	LASP / 30	0.11	2	Nonvacant	2.d,e,f	Underutilized site occupied by a retail store built in 1964; FAR is 0.2; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
55	24447103	PC	LASP	LASP / 30	0.11	2	Vacant	1	Vacant site; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
56	24447106 5500 Lincoln Ave.	PC	LASP	LASP / 30	0.19	4	Nonvacant	2.e,f,g	Underutilized site occupied by a drive thru restaurant built in 1968; FAR is 0.1; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
57	24447119 5530 Lincoln Ave.	PC	LASP	LASP / 30	0.22	4	Nonvacant	2.d,e,f	Underutilized site occupied by a retail store; structure built in 1968; FAR is 0.4; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
58	24447125 9052 Walker St.	PC	LASP	LASP / 30	0.36	8	Nonvacant	2.d,e,f	Underutilized site occupied by an auto repair business; structure built in 1973; FAR is 0.3.
59	24447126 5592 Lincoln Ave.	PC	LASP	LASP / 30	0.42	9	Nonvacant	2.d,f,g	Underutilized site occupied by an auto repair business; improvement value to land value ratio is less than 0.5; FAR is 0.2; potential to consolidate Sites 54-57 and 59 for a total site area of 1.05 acres.
60	24447205 5662 Lincoln Ave.	PC	LASP	LASP / 60	0.46	20	Nonvacant	2.e,f,g	Underutilized site occupied by a motel built in 1961; FAR is 0.4; potential to consolidate Sites 60-65 for a total site area of 4.01 acres. Sites 62-63 are under the same ownership and Site 64 is City-owned.
66	26235711 89880 Moody St.	PC	LASP	LASP / 30	0.22	4	Nonvacant	2.d,e,f	Underutilized site occupied by an auto repair business; structure built in 1973; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 66-67 for total site area of 0.5 acres.
67	26235712 5011 Lincoln Ave.	PC	LASP	LASP / 30	0.28	6	Nonvacant	2.d,e,f,g	Underutilized site occupied by drive thru restaurant built in 1964; FAR is 0.2; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 66-67 for total site area of 0.5 acres.
75	26241202 8865 Watson St.	PC	LASP	LASP / 50	0.45	16	Nonvacant	1; 2.e,f,g	Underutilized site occupied by truck/trailer storage; structure built in 1959; FAR is 0.1; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 74-75 for a total site area of 1.12 acres
76	26241205 8891 Watson St.	PC	LASP	LASP / 50	0.45	16	Nonvacant	2.d,e,f	Underutilized site with an office building built in 1920; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
77	26241206 8811 Watson St.	PC	LASP	LASP / 50	0.24	9	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1946; FAR is 0.3; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
78	26241207 8921 Watson St.	PC	LASP	LASP / 50	0.24	9	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1941; FAR is 0.1; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map);

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
79	26241208 8931 Watson St.	PC	LASP	LASP / 50	0.41	15	Nonvacant	2.d,e,f	Underutilized site with an office building built in 1947; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
80	26241209 5351 Lincoln Ave.	PC	LASP	LASP / 50	0.25	9	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto tire shop; structure built in 1945; FAR is 0.4; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
81	26241210 5331 Lincoln Ave.	PC	LASP	LASP / 50	0.32	12	Nonvacant	2.d,e,f,g	Underutilized site with an office building built in 1955; FAR is 0.2; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 76-81 for a total site area of 1.6 acres, sites 80-81 are under one ownership
82	26241212 5300 Cypress	PC	LASP	LASP / 50	0.49	18	Nonvacant	2.e,f,g	Underutilized site with light manufacturing building; improvement value to land value ratio is approximately 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 82-87 for a total site area of 5.19 acres
88	26242201	PC	LASP	LASP / 50	0.15	5	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structures on the site; owned by the Orange County Local Transportation Authority; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 88-89 for a total site area of 0.29 acres
89	26242202 5421 Philo Ave.	PC	LASP	LASP / 50	0.14	5	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structures on the site; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 88-89 for a total site area of 0.29 acres
91	26242306 5431 Lincoln Ave.	PC	LASP	LASP / 50	0.19	7	Nonvacant	2.d,e,f	Underutilized site occupied by an auto repair business; structures built in 1966; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
93	26242308 5471 Lincoln Ave.	PC	LASP	LASP / 50	0.4	15	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto-related retail; FAR is 0.2;located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
94	26242309 8951 Walker St.	PC	LASP	LASP / 50	0.31	11	Nonvacant	2.d,e,f,g	Underutilized site occupied by auto repair shop; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
90/95	26242301, 26242310 8931 Walker St.	PC	LASP	LASP / 30	0.19	4	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard in conjunction with Site 90; improvement value to land value ratio less than 0.5; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 90-95 for a total site area of 1.59 acres
97	26242402 8891 Electric St.	PC	LASP	LASP / 50	0.17	6	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
98	26242403 8892 Watson St.	PC	LASP	LASP / 50	0.17	6	Nonvacant	2.d,e,g	Underutilized site improved with an office building built in 1950; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
99	26242404 8902 Watson St.	PC	LASP	LASP / 50	0.17	6	Nonvacant	2.d,e,f,g	Underutilized site occupied by a contractor's yard; structure built in 1934; FAR is 0.3; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
100	26242406 8912 Watson St.	PC	LASP	LASP / 50	0.33	12	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structure on site; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
102	26242408 8932 Watson St.	PC	LASP	LASP / 50	0.33	12	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; no structure on site; located in a high resource area (TCAC/HCD Opportunity Map); potential to

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
103	26242409 5371 Watson St.	PC	LASP	LASP / 50	0.44	16	Nonvacant	2.d,e,f	Underutilized site improved with a strip mall built in 1963; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
104	26242410 5381 Lincoln Ave.	PC	LASP	LASP / 50	0.26	9	Nonvacant	2.b,d,e,f,g	Underutilized site with a vacant retail building built in 1970; FAR is 0.3; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
105	26242411 5391 Lincoln Ave.	PC	LASP	LASP / 50	0.2	7	Nonvacant	2.d,e,g	Underutilized site with a commercial building utilized for an animal hospital and built in 1965; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 103-105 for a total site area of 0.9 acres
106	26242413 8921 Electric St.	PC	LASP	LASP / 50	0.17	6	Nonvacant	2.d,f,g	Underutilized site occupied by a contractor's yard; FAR is 0.1; improvement value to land value ratio is less than 0.1; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 97-102 and 106 for a total site area of 2.05 acres, sites 99-101 are under one ownership
108	26247233 5591 Lincoln Ave.	PC	LASP	LASP / 60	0.47	21	Nonvacant	2.e,f,g	Underutilized site occupied by a small restaurant building built in 1968; FAR is 0.1; improvement value to land value ratio is less than 0.25; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
109	26247234 5631 Lincoln Ave.	PC	LASP	LASP / 60	0.41	18	Nonvacant	2.d,e,f	Underutilized site occupied by a dental office; structure built in 1941; FAR is 0.2; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
110	26247235 5641 Lincoln Ave.	PC	LASP	LASP / 60	0.23	10	Nonvacant	2.d,e,f	Underutilized site occupied by a dental office; structure built in 1971; FAR is 0.2; potential to consolidate Sites 107-110 for a total site area of 2.5 acres
112	26247237 5661 Lincoln Ave.	PC	LASP	LASP / 60	0.36	16	Nonvacant	2.e,f,g	Underutilized site occupied by a single family residence built in 1948; FAR is 0.2; improvement value to land value ratio is less than 0.5; potential to

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
									consolidate Sites 112-113 for a total site area of 0.82 acres.
113	26247238 5671 Lincoln Ave.	PC	LASP	LASP / 60	0.46	20	Nonvacant	2.a,e,f	Underutilized site occupied by a motel built in 1949; FAR is 0.3; potential to consolidate Sites 112-113 for a total site area of 0.82 acres.
119/120	24405107, 24405108 4902 Lincoln Ave.	PC	LASP	LASP / 30	0.78	16	Nonvacant	2.e,f,g	Sites 119-120 being considered together because they are occupied by the same building/use and have the same owner; Underutilized site occupied by a used car dealership; structure built in 1931; FAR is 0.1; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); Potential to consolidate Sites 117-121 for total site area of 2.36 acres. Sites 117-118 are under the same ownership and Sites 119-120 are under the same ownership.
124	24435108 9032 Denni St.	PC	LASP	LASP / 30	0.28	6	Nonvacant	2.e,f,g	Underutilized site with a single family residence built in 1947; improvement value to land value ratio is less than 0.5; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
125	24435109 9052 Denni St.	PC	LASP	LASP / 30	0.23	5	Nonvacant	2.e,f,g	Underutilized site with a single family residence built in 1947; improvement value to land value ratio is less than 0.25; located in a high resource area (TCAC/HCD Opportunity Map); potential to consolidate Sites 123-125 for a total site area of 1.03 acres.
126	24435127	PC	LASP	LASP / 30	0.38	8	Nonvacant	2.d,e,f,g	Underutilized site occupied by an auto repair business; FAR is 0.2; adjacent to new residential development to the east and west; located in a high resource area (TCAC/HCD Opportunity Map)
136	24405138 9041 Moody St.	PC	LASP	LASP / 30	0.3	6	Nonvacant	2.d,e,f,g	Underutilized site occupied by a dental office; structure built in 1949; improvement value to land value is approximately 0.5; FAR is 0.1; located in a high resource area (TCAC/HCD Opportunity Map)
139	24430120 5252 Orange Ave.	GNC	OP-CC	RM-20 / 20	2.06	30	Nonvacant	2.d,e,f,g	Underutilized site occupied by an office building built in 1982; FAR is 0.2; located in a high resource area (TCAC/HCD Opportunity Map)
CTCC – All	CTCC	CTCC – All districts	CTCC – All districts	CTCC – All districts / 8-17	132	1,115	Nonvacant	2.a,c,e,f	Existing Districts of the CTCC on the Los Alamitos Race Course (LARC) property. In addition to the Race Course area, a large portion of the LARC property contains ancillary uses such as stables and parking

Map ID #	APN/Address	GP Land Use Designation	Existing Zoning Designation	Proposed Zoning Designation/ Density (du/ac)	Lot Size (Acres)	Capacity	Status	Feasibility Factors	Description
districts									lots. The CTCC was initiated by the LARC owners to envision redevelopment leading up to and upon closure of the LARC. Alternative 2 proposes no changes to the CTCC.
Moderate/Above Moderate Income Sites Subtotal					**144.8**	**1,686**			
Alternative 2 Sites Total					**208.8**	**3,845**			

APPENDIX B - AFFIRMATIVELY FURTHERING FAIR HOUSING

B.1. INTRODUCTION

Effective January 2019, AB 686 requires jurisdictions to include an analysis of barriers that restrict access to opportunity and a commitment to specific meaningful actions to affirmatively further fair housing. AB 686 defined "affirmatively further fair housing" to mean "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity" for persons of color, persons with disabilities, and other protected classes. The assessment of fair housing required by AB 686 must include the following components: a summary of fair housing issues and assessment of the City's fair housing enforcement and outreach capacity; an analysis of segregation patterns and disparities in access to opportunities, an assessment of contributing factors, and an identification of fair housing goals and actions.

B.2. ASSESSMENT OF FAIR HOUSING ISSUES

B.3.1. FAIR HOUSING ENFORCEMENT AND OUTREACH

Orange County is served by several regional organizations providing fair housing services: the Orange County Fair Housing Council, the Fair Housing Foundation, and Community Legal Aid SoCal. Services provided by the Orange County Fair Housing Council include community outreach and education, homebuyer education, mortgage default counseling, landlord-tenant mediation, and limited low-cost advocacy. The Council provides services in English, Spanish, and Vietnamese. The Fair Housing Foundation provides landlord-tenant mediation, rental housing counseling, and community outreach and education. The Foundation provides services to a portion of Los Angeles County as well as a portion of Orange County; however, it does not provide services within the City of Cypress. Community Legal Aid SoCal provides direct legal representation and policy advocacy.

As a non-entitlement jurisdiction (population less than 50,000), Cypress participates in CDBG as part of the Orange County program. Through the County, the City is served by Orange County Fair Housing Council (OCFHC) for fair housing services within the City. Unfortunately, no City specific data on fair housing complaints within Cypress is available from OCFHC and all available data is aggregate for the County. This lack of data to assess fair housing conditions has been identified as a contributing factor as it limits the City's knowledge of local fair housing issues. Therefore, as a meaningful action, the City will petition both the County and OCFHC for better City-level data in the future.

Cypress advertises the fair housing program through placement of fair housing services brochures at public facilities including City Hall, the Cypress Community Center, and the library; contact information on the City's website; and through the City's quarterly newsletter.

According to the HCD AFFH Data Viewer, the HUD Office of Fair Housing and Equal Opportunity received a total of 10 inquiries from Cypress residents between 2103 and March 2021, equating to 0.20 fair housing inquiries per 1,000 residents. However, half of the inquiries were found to have no valid basis or issues and the other half where either non timely filed or the client did not respond after the initial inquiry. As previously discussed, there is no additional discrimination complaint or case data available for the City of Cypress.

B.3.2. INTEGRATION AND SEGREGATION

RACE/ETHNICITY

Ethnic and racial composition of a region is useful in analyzing housing demand and any related fair housing concerns, as it tends to demonstrate a relationship with other characteristics such as household size, locational preferences and mobility.

REGIONAL TRENDS

Table B- 1 provides the racial and ethnic composition of Cypress, surrounding communities, and the County as a whole. In 2018, 34 percent of County residents identified as Hispanic or Latino. For residents that did not identify as Hispanic/Latino, White residents comprised the largest racial group in the County at 41 percent, followed by Asian residents at 20 percent. Cypress and its surrounding communities, with the exception of Los Alamitos, have a notably larger proportion of Asian residentis when compared to the County as a whole.

As shown in Table B- 2, the County has seen very modest increases in the proportion of Hispanic/Latino residents since 2010 (from 33.7 percent in 2010 to 34.1 percent in 2018). The proportion of non-Hispanic White residents has decreased from 44.1 percent to 41.0 percent, while the proportion of non-Hispanic Asian residents has increased from 17.7 percent to 19.9 percent over the same time period. The proportion of non-Hispanic Black/African American residents in the County changed very little from 2010 to 2018 (less than 0.1 percent).

Table B- 1: Racial and Ethnic Composition (2018)

Jurisdiction	Hispanic/ Latino (of any race)	Not Hispanic or Latino						
		White	Black	American Indian/ Alaskan	Asian	Hawaiian / Pacific Islands	Other	Two or More
Buena Park	38.4%	24.4%	3.0%	0.2%	31.0%	0.8%	0.1%	2.1%
Cypress	19.5%	37.9%	3.8%	0.2%	34.1%	0.4%	0.4%	3.9%
Los Alamitos	26.0%	46.6%	5.7%	0.0%	14.6%	0.2%	0.2%	6.7%
Garden Grove	37.0%	19.8%	0.9%	0.3%	40.4%	0.2%	0.1%	1.4%
Stanton	49.2%	19.2%	1.4%	0.6%	26.6%	0.9%	0.3%	1.8%
Orange County	34.1%	41.0%	1.6%	0.2%	19.9%	0.3%	0.2%	2.8%

Source: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).

Table B- 2: Trends in Racial/Ethnic Composition, Cypress & Orange County (2010-2018)

Race/Ethnicity	Cypress		Orange County	
	2010	2018	2010	2018
Hispanic/Latino (of any race)	18.4%	19.5%	33.7%	34.1%
Not Hispanic/Latino				
White	43.6%	37.9%	44.1%	41.0%
Black/African American	2.9%	3.8%	1.5%	1.6%
American Indian/Alaskan	0.3%	0.2%	0.2%	0.2%
Asian	31.1%	34.1%	17.7%	19.9%
Hawaiian/Pacific Islander	0.4%	0.4%	0.3%	0.3%
Other	0.2%	0.4%	0.2%	0.2%
Two or More Races	3.1%	3.9%	2.4%	2.8%

Source: U.S. Census Bureau, 2010 Decennial Census; American Community Survey (ACS), 2014-2018 (5-year estimates).

LOCAL TRENDS AND THE SITES INVENTORY

As illustrated in Table B- 1, Cypress is not dominated by a single racial group. While the largest proportion of Cypress residents are non-Hispanic White at 38 percent, this is less that 4 percent more than the City's non-Hispanic Asian population (34 percent). Cypress has a lower proportion of White residents when compared to the County, and as discussed previously, a significantly larger proportion of Asian residents. When compared to Orange County as a whole and neighboring communities, Cypress has a significantly lower proportion of Hispanic/Latino residents. Cypress' proportion of Black residents is higher than that of the County.

Table B- 2 compares the racial/ethnic make up of Cypress in 2018 versus 2010. The proportion of non-Hispanic White residents in the City has decreased by approximately 6 percent. Over the same time period, the proportions of Asian and Black residents have increased (increases of 3 percent and 1 percent, respectively).

The AFFH Mapping and Data Resources developed by HCD provides a spatial analysis of non-white population (i.e. minority and mixed-race population) across the City. In the majority of the City, minority concentration (or the percent of the population that is non-White) ranges between 40 to 80 percent in Cypress. As shown in Figure B- 1, the areas of highest minority concentration are north of Lincoln Ave. between Walker St. and Moody St. (block group 060591101.043) and south of Lincoln Ave., west of Denni St. (block group 060591101.173). In both these areas, the proportion of the population that is non-White is over 80 percent. Table B- 3 provides a breakdown of RHNA units by percent minority concentration for both sites inventory alternatives. As illustrated in the table, for Alternative 1 about 71 percent of RHNA units are located in tracts with a minority concentration of 61 to 80 percent, including all of the above moderate income RHNA units and 82 percent of moderate income units. For Alterative 2, about 62 percent of RHNA units are located in tracts with a minority concentration of 61 to 80 percent, including the majority of moderate and above moderate units.

While some lower income units are located in areas with a minority concentration over 80 percent (18 percent of units in Alternative 1 and 26 percent of units in Alternative 2), the siting of new affordable housing in these areas could be beneficial because they are identified as High Resource areas (see Figure B- 17). These areas have access to the primary public transportation route through the City, as well as convenient access to other services located on Lincoln Avenue. Additionally, lower income units have been more evenly distributed in areas of varying minority concentrations, as shown in the table.

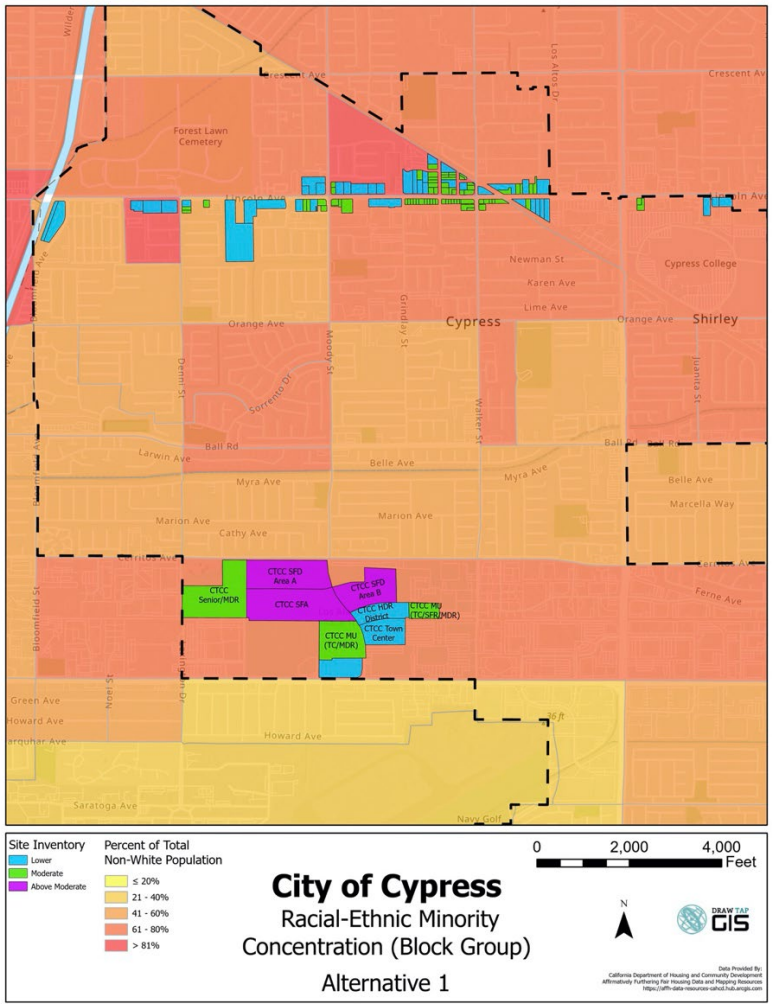
Table B- 3: RHNA Unit Distribution by Percent Minority Concentration

Percent Minority Concentration	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
21-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
41-60%	472	22.5%	51	4.8%	0	0.0%	523	13.9%
61-80%	1,249	59.5%	871	81.6%	588	100.0%	2,708	72.1%
> 81%	379	18.0%	145	13.6%	0	0.0%	524	14.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
21-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
41-60%	544	25.2%	51	4.3%	30	6.1%	625	16.3%
61-80%	1,049	48.6%	896	75.2%	465	93.9%	2,410	62.7%
> 81%	566	26.2%	244	20.5%	0	0.0%	810	21.1%
Total Units	2,159		1,191		495		3,845	

The AFFH Tool also provides maps of predominant races by tract, showing tracts where a race dominates and the percent by which is dominates over other races. Figure B-2 illustrates the predominance of the White population within

the City. As shown, White is the predominant race by a gap of 10 to 50 percent in the majority of the City. However, in a large in the northeast part of the City, the gap is less than 10 percent.

Figure B- 1: Minority Concentration and Distribution of RHNA Units



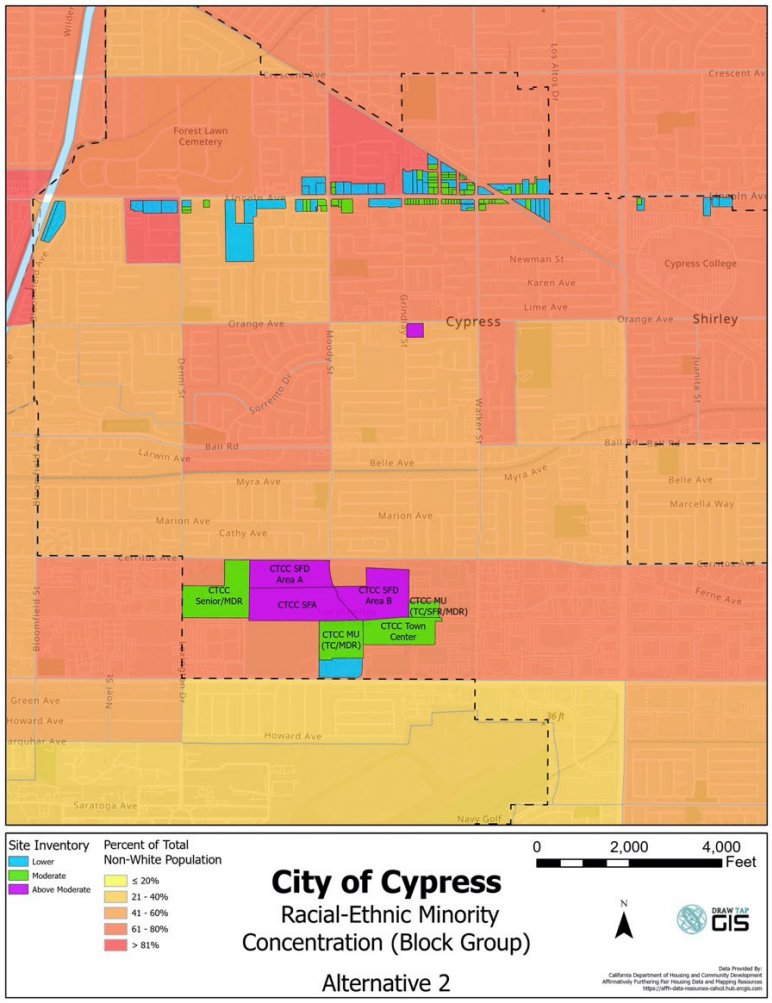


Figure B- 2: White Majority Tracts (Cypress)

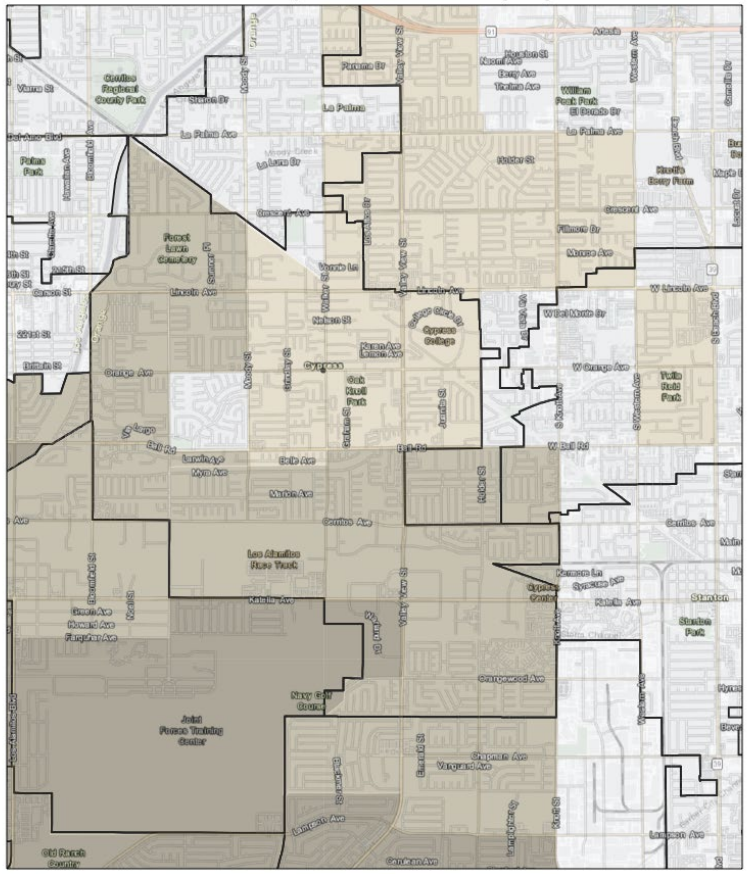
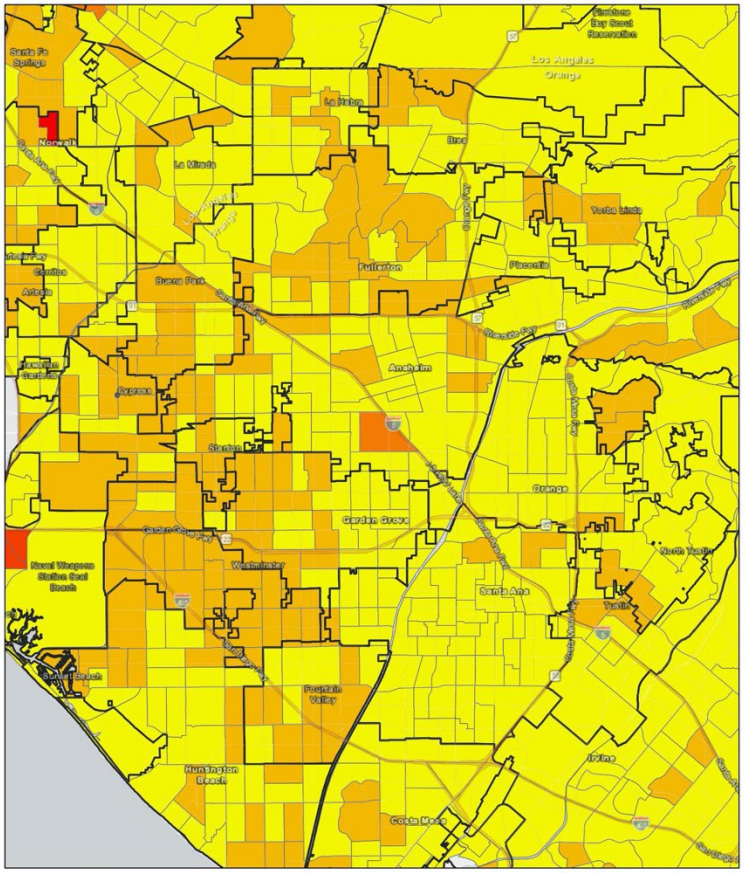


Figure B- 3: Percent of Population with a Disability (Region)



PERSONS WITH DISABILITES

REGIONAL TRENDS

Persons with disabilities make up 9 percent of Orange County residents, according to the 2014-2018 ACS. Cypress and its neighboring communities have similar proportions of persons with disabilities: Cypress (10 percent); Buena Park (9 percent); Garden Grove (10 percent); Los Alamitos (9 percent); and, Stanton (10 percent). Figure B- 3 shows the concentration of persons with disabilities throughout the region. Consistent with data presented above, the concentrations in Cypress and neighboring communities are similar. Southern and eastern parts of the County tend to have lower concentrations of persons with disabilities. There are only two areas within the County that have concentrations where persons with disabilities make up more than 20 percent of the total population. These areas are a coastal area of Seal Beach and an portion of Anaheim west of the I-5 freeway.

LOCAL TRENDS AND THE SITES INVENTORY

The proportion of the population with a disability has increased slightly in Cypress, from 9.3 percent of the population in 2012 to 9.8 percent of the population in 2018. Figure B- 4 provides information on types of disabilities for 2012 and 2018. While there was little change in the number of people with hearing and vision difficulties, there was an increase in the number of people with cognitive, ambulatory, self-care, and independent living difficulties. The overall increase in the number of people with disabilities in the City is likely due to the overall aging of the population, with persons over 65 years being the fastest growing age group in the City.

Figure B- 4: Persons with a Disability by Type (2012 & 2018)

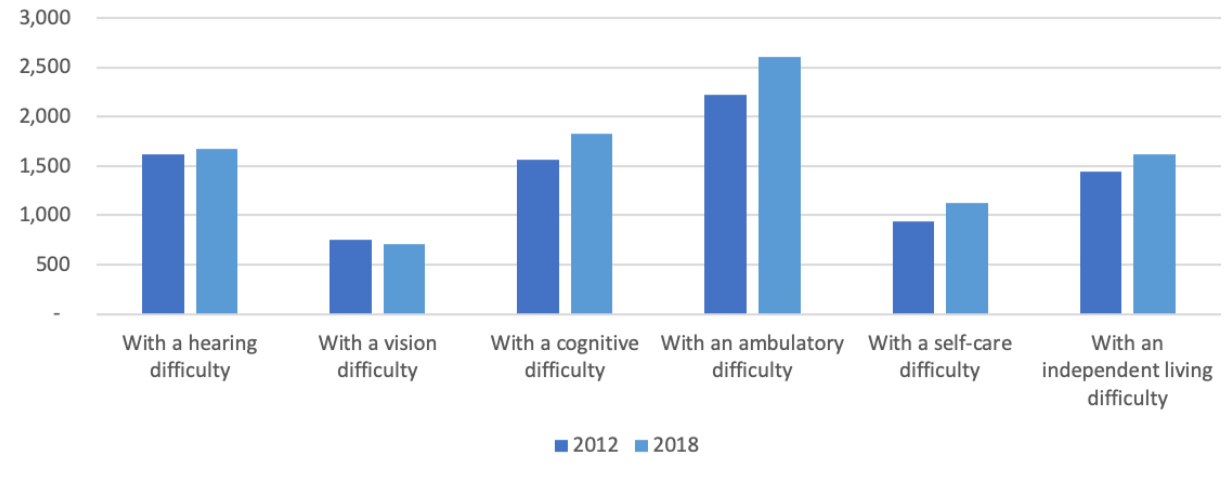


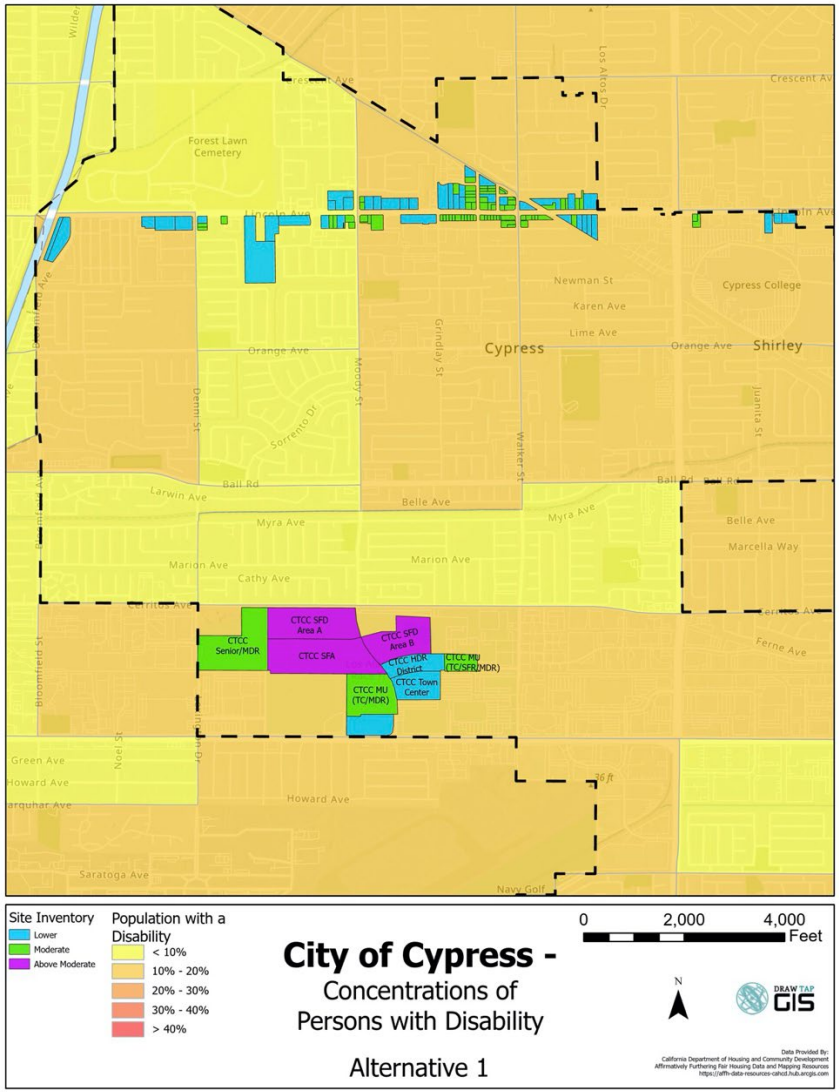
Figure B- 5 and Table B- 4 present the distribution of RHNA units compared to the proportion of the population with a disability for both Alternative 1 and Alternative 2. As shown, there are no areas in the City where the concentration of persons with disabilities exceeds 20 percent. The majority of RHNA units for both alternatives are located in tracts where 10 to 20 percent of the population has a disability. Although the maps visualize the data in 10 percent ranges, for all of the tracts visualized as having 10-20 percent population with a disability, a closer review of the data indicates that no tract has more than 12 percent of the population with a disability. This is consistent with the City's overall demographics. In Alternative 1, 23 percent of lower income units and five percent of moderate income units are located in tracts where less than 10 percent of the population has a disability. In Alternative 2, 25 percent of lower income units and four percent of moderate income units are located in tracts where less than 10 percent of the population has a disability.

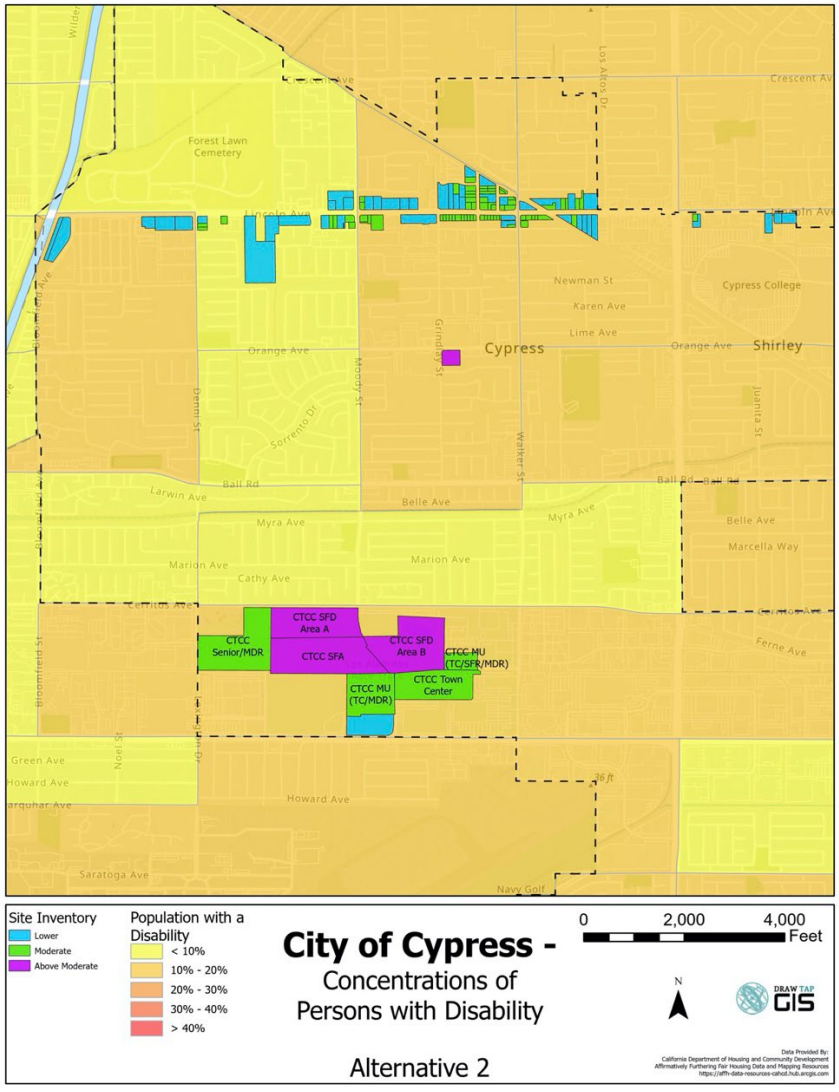
As discussed, due to the AFFH Tool map visualizing data in 10 percent ranges, the map shows greater variation than actually exists. All tracts within the City have a proportion of persons with disabilities ranging between 7 and 12 percent. Therefore, the RHNA units are not disproportionately concentrated in areas with a higher concentration of persons with disabilities.

Table B- 4: RHNA Unit Distribution by Percent Population with a Disability

Percent Persons with a Disability	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 10%	445	21.2%	51	4.8%	0	0.0%	496	13.2%
10-20%	1,655	78.8%	1,016	95.2%	588	100.0%	3,259	86.8%
20-30%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 10%	500	23.2%	51	4.3%	0	0.0%	551	14.3%
10-20%	1,659	76.8%	1,140	95.7%	495	100.0%	3,294	85.7%
20-30%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 5: Population with a Disability and Distribution of RHNA Units





FAMILIAL STATUS

REGIONAL TRENDS

Familial status refers to the marital status of the head of household, whether there are children in the household, and whether they are biologically related to the head of household.

With few exeptions, less than 20 percent of the adult population lives alone in areas throughout Orange County. The percent of the adult population living with a spouse varies greatly throughout the County from less than 20 percent to more than 80 percent, according to the AFFH Tool.

Families with children may face discrimination in housing based on a number of factors. Some apartment complexes may limit the number of persons or children allowed to live in a unit based on the units size. In some cases, a landlord may be culturally biased against the number of children, particularly those of the opposite sex, sharing a bedroom, or fear that children tend to cause more extensive property damage. According to the 2014-2018 ACS, 35 percent of Orange County households include children under 18. The City of Cypress and its neighboring jurisdictions tend to have similar or slightly higher proportions of households with children (Cypress, 39 percent; Garden Grove, 40 percent; Buena Park, 41 percent; Los Alamitos, 35 percent). In the majority of tracts within Orange County, at least 60 percent of children are living in married-couple households. Areas of lower percentages of children living in married-couple households are scattered throughout the County, particularly in the central and northern portions of the County.

Female-headed households with children, tend to have a greater need for affordable housing and access to supportive services such as daycare and healthcare and therefore, require special consideration. According to the 2014-2018 ACS, female-headed households with children make up 5 percent of County households. The City's proportion of female-headed households with children is higher at 6.2 percent; however, the neighboring cities all had similar or higher proportions (Buena Park, 7 percent; Garden Grove, 6 percent; Los Alamitos, 9 percent; Stanton, 9 percent).

LOCAL TRENDS AND THE SITES INVENTORY

According to the AFFH Tool (Figure B- 6), there is no concentration of households consisting of adults living alone within the City of Cypress. The highest concentration of adults living with their spouse is in the Tract bounded by Orange Ave., Ball Road, Moody St., and Denni St. in the center of the City, where 65 percent of the population lives with a spouse. Throughout the majority of the City, the percent of the population that lives with a spouse ranges from 40 to 60 percent.

According to the 2014-2018 American Community Survey, 39 percent of Cypress households have at least one person under age 18 and 27 percent of Cypress households are married couple families with children. According to the AFFH Tool, (Figure B- 7) children living in married couple households are most concentrated in central Cypress, where the population of children living in married couple households is greater than 80 percent. Throughout the majority of the rest of the City, the percent of children living in married couple households ranges between 60 to 80 percent. Table B-5 summarizes the distribution of RHNA units for both Alternative 1 and Alternative 2 in relation to the percent of children living in married-couple households. Consistent with the rates described above, for Alternative 1, about 84 percent of the RHNA units are in tracts where 60 to 80 percent of children live in married-couple households and about 16 percent of units are in tracts where over 80 percent of children live in married-couple households. For Alternative 2, approximately 78 percent of RHNA units are in tracts where 60 to 80 percent of children live in married-couple households, and 22 percent of units are in tracts with more than 80 percent.

As shown in Figure B- 8, the northwest and southeast corners of the City have the greatest proportion of children living in single female-headed households. In these areas, the proportion is 20 to 40 percent. In other areas of the City, less than 20 percent of children live in single female-headed households. Table B- 6 summarizes the affordability of RHNA units in relation to the concentration of children living in single female-headed households. For Alternative 1, 81 percent of RHNA units were located in tracts where less than 20 percent of children live in female-headed households. For Alternative 2, 76 percent of RHNA units were located in tracts with less than 20 percent of children residing in female-

headed households. Upon closer inspection of the data, the two tracts with 20-40 percent of children living in female-headed households that contain opportunity sites both have relatively low percentages of children in single-female headed households at 22.7 percent. Therefore, the sites inventory will not have the effect of concentrating new development in areas of high concentrations of single female-headed households.

Table B- 5: RHNA Unit Distribution by Percent Children Living in Married-Couple Households

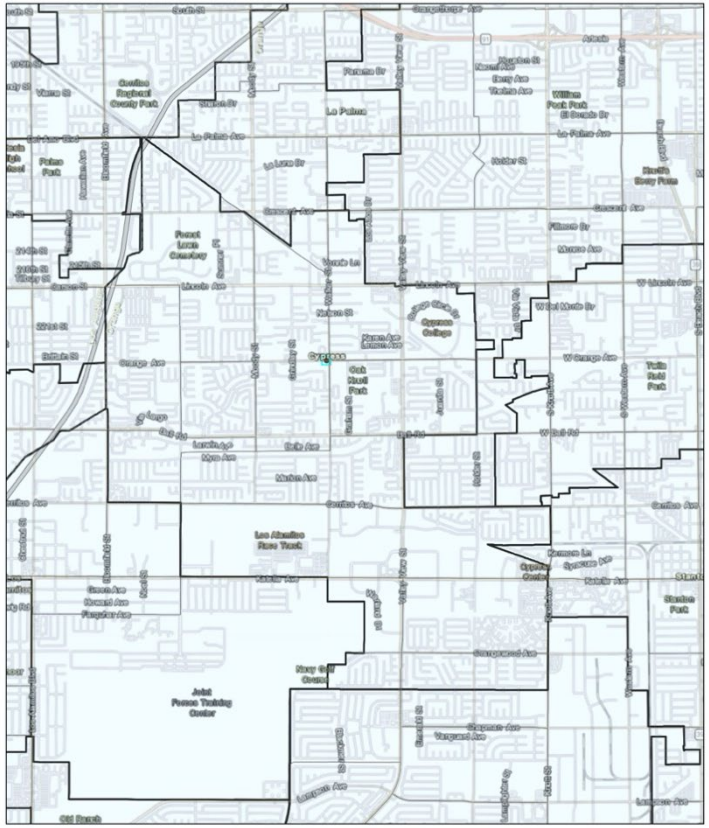
Percent Children in Married-Households	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40-60%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
60-80%	1,779	84.7%	799	74.9%	588	100.0%	3,166	84.3%
> 80%	321	15.3%	268	25.1%	0	0.0%	589	15.7%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40-60%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
60-80%	1,703	78.9%	847	71.1%	465	93.9%	3,015	78.4%
> 80%	456	21.1%	344	28.9%	30	6.1%	830	21.6%
Total Units	2,159		1,191		495		3,845	

Table B- 6: RHNA Unit Distribution by Percent Children Living in Female-Headed Households

Percent Children in Female-Headed Households	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 20%	1,436	68.4%	1,016	95.2%	588	100.0%	3,040	81.0%
20-40%	664	31.6%	51	4.8%	-	0.0%	715	19.0%
40-60%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 20%	1,293	59.9%	1,140	95.7%	495	100.0%	2,928	76.2%
20-40%	866	40.1%	51	4.3%	0	0.0%	917	23.8%
40-60%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 6: Proportion of Adult Population Living Alone and Living with a Spouse

Percent Population 18 Yrs and Over Living Alone

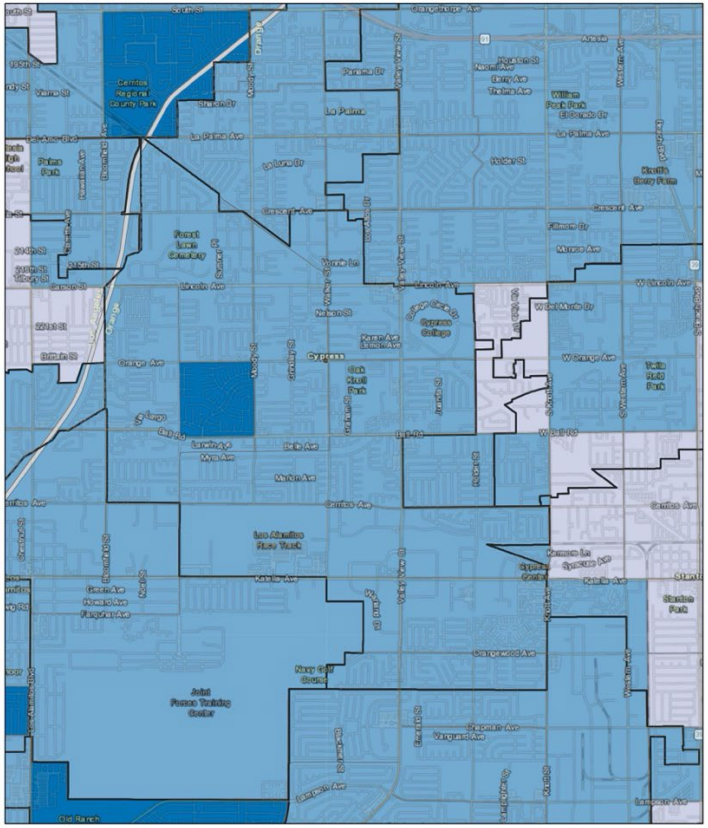


8/3/2021, 3:19:08 PM
City/Town Boundaries
(R) Percent of Population 18 Years and Over in Households Living Alone (ACS, 2015-2019) - Tract
< 20%
1:36,112
0 0.33 0.65 1.3 mi
0 0.5 1 2 km

County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

CA HCD

Percent Population 18 Yrs and Over Living With Spouse

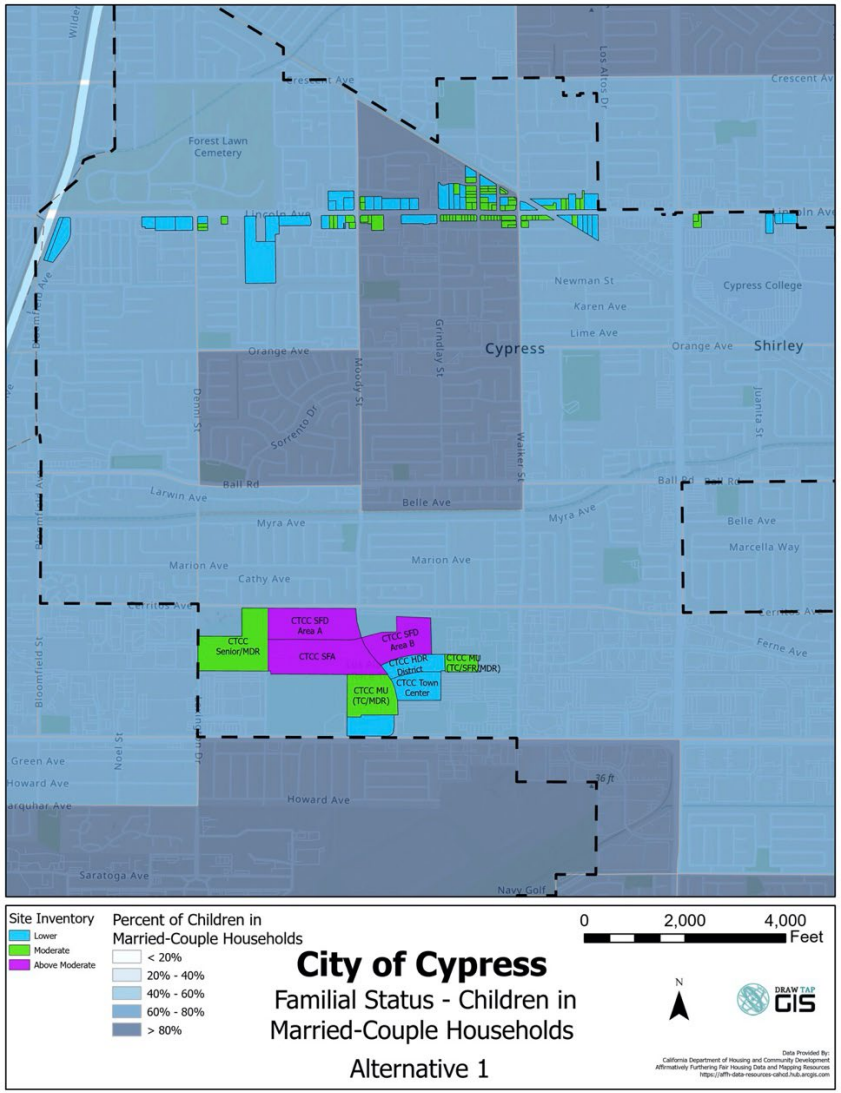


8/3/2021, 3:20:53 PM
City/Town Boundaries
(R) Percent of Population 18 Years and Over in Households Living with Spouse (ACS, 2015-2019) - Tract
20% - 40%
40% - 60%
60% - 80%
1:36,112
0 0.33 0.65 1.3 mi
0 0.5 1 2 km

County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

CA HCD

Figure B- 7: Children living in Married Couple Households and Distribution of RHNA Units



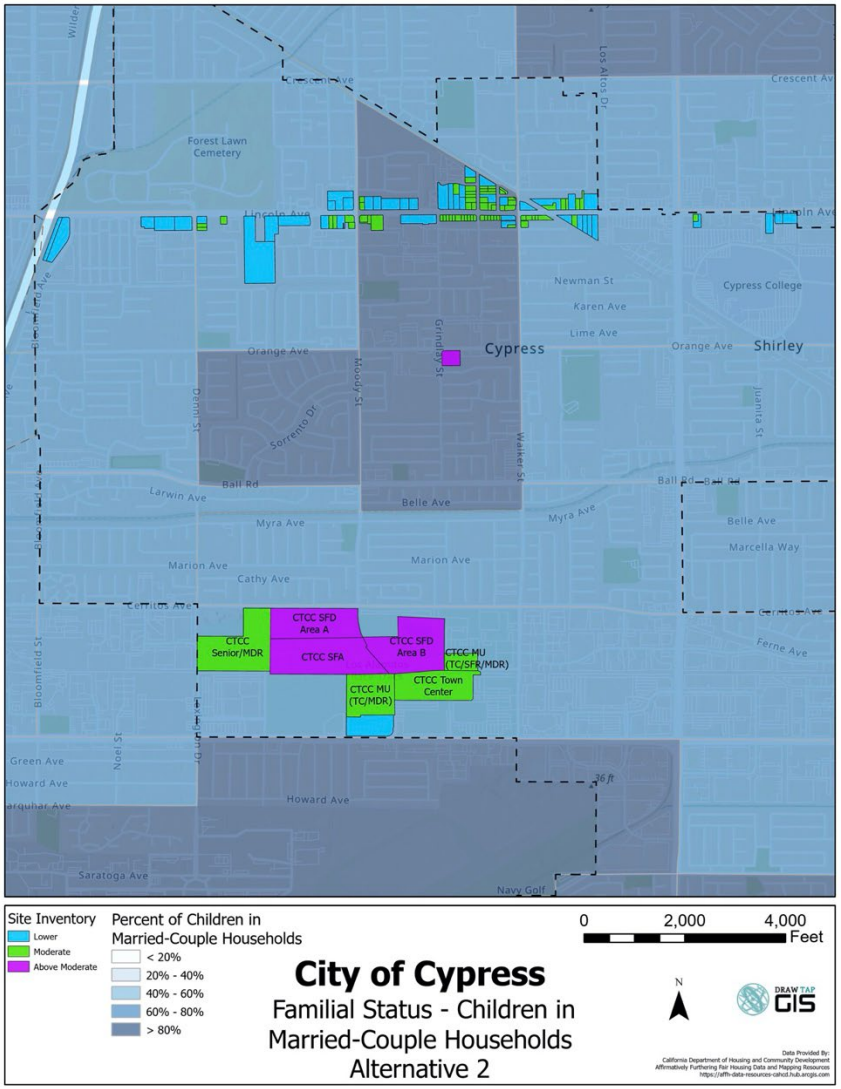
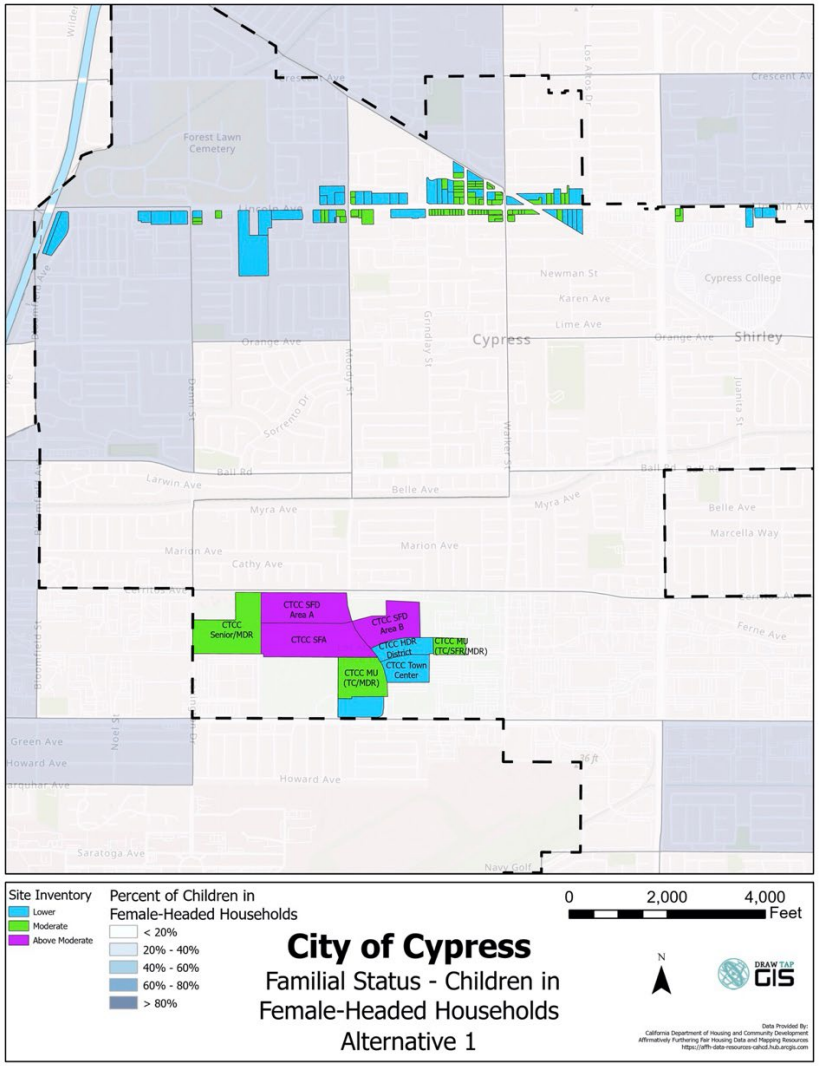
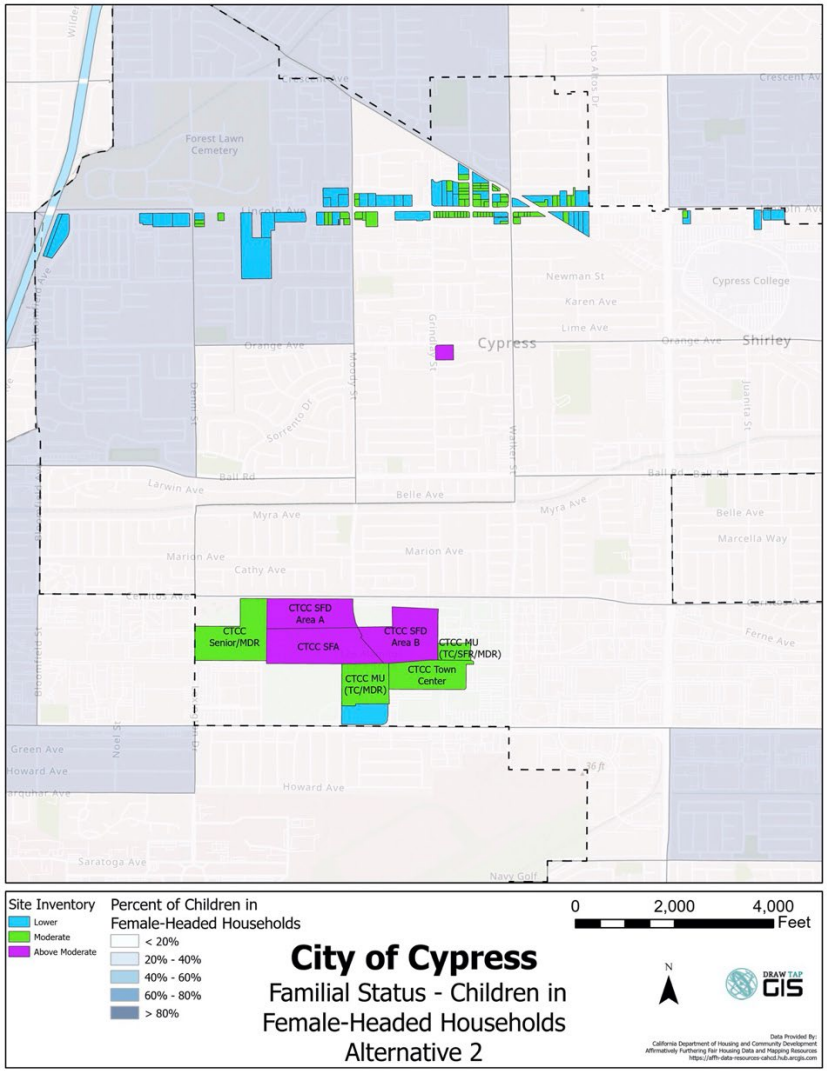


Figure B- 8: Children in Female-Headed Households and Distribution of RHNA Units





INCOME LEVEL

REGIONAL TRENDS

Identifying geographic concentrations of low or moderate income households is important in overcoming patterns of segregation. In Orange County, approximately 59 percent of households are categorized as lower or moderate income. HUD defines a Lower and Moderate Income (LMI) area as a Census tract or block group where over 51 percent of the population is LMI.[1] Figure B- 9 shows LMI areas in the region by Census block group. LMI areas are generally concentrated to the east of Cypress, within the cities of Stanton, Anaheim, Garden Grove, and Westminster, as well as directly west in the City of Hawaiian Gardens (located within Los Angeles County).

Figure B- 10 and Figure B- 11 provides the percent of households living at or below the federally defined poverty limit for 2010-2014 and 2015-2019. Overall, rates of poverty have decreased in most areas throughout the County, with fewer areas with poverty rates exceeding 30 percent. One potential reason for this improvement may be generally improving economic conditions as the region recovered from the Great Recession.

LOCAL TRENDS AND THE SITES INVENTORY

City-wide, approximately 54 percent of Cypress households are categorized as lower or moderate income, compared to 59 percent County-wide. As shown in

[1] HUD defines LMI as up to 80 percent of the AMI.

Figure B- 10: Poverty Status (2010-2014)

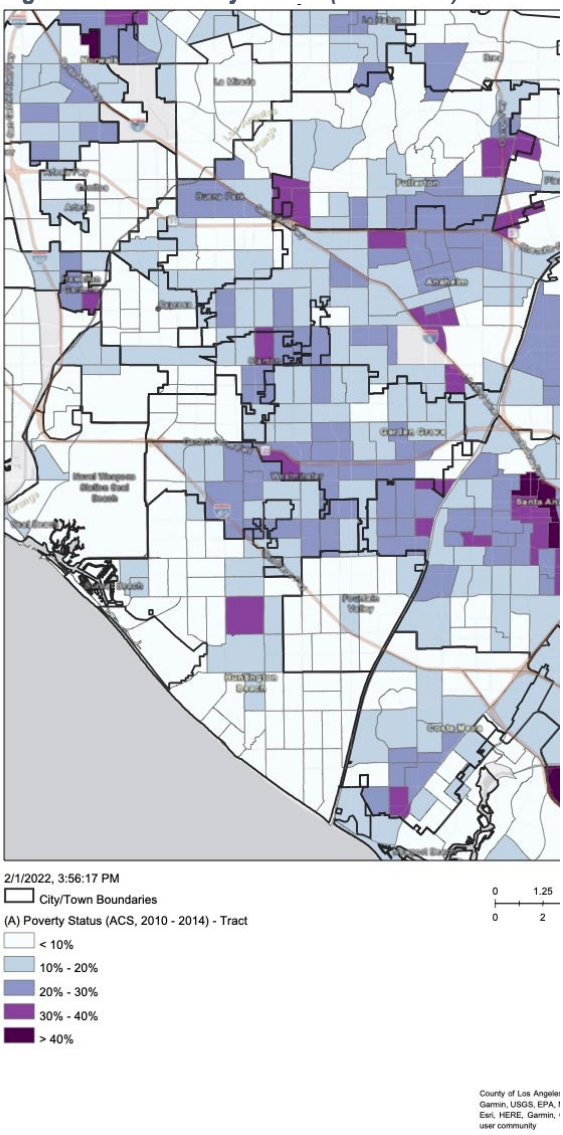


Figure B- 11: Poverty Status (2015-2019)

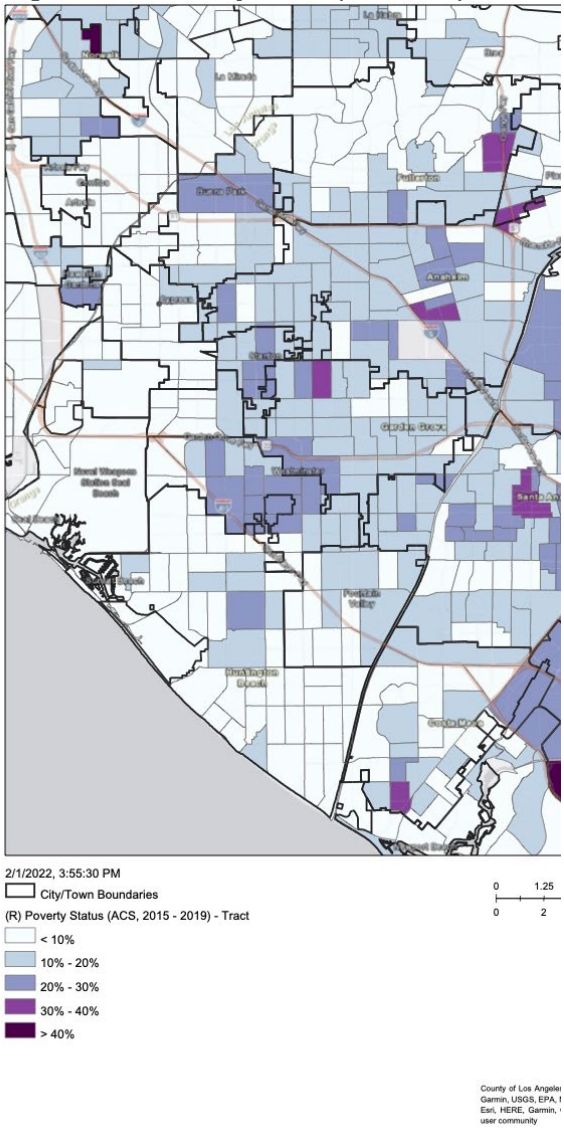


Figure B- 12
, the majority of the City of Cypress has a concentration of LMI households ranging from 25 to 50 percent. One tract in central Cypress has an LMI household concentration of less than 25 percent. The northeast portion of the City has the highest concentration of LMI households, ranging from 50 to 75 percent.

As shown in Table B- 7, 91 percent of RHNA units under Alternative 1 are located in tracts with an LMI household concentration of 25 to 50 percent while 9 percent are located in tracts with 50 to 75 percent LMI households. For Alternative 2, 83 percent of RHNA units have been identified in tracts with an LMI concentration ranging from 25 to 50 percent and 17 percent of units are located in tracts with an LMI concentration of 50 to 75 percent. It is important to note that the location of Cypress College in the northeast portion of the City was an important consideration in deciding where to locate RHNA units as the City would like to provide more affordable housing for local students. Therefore, units were located in this area intentionally, to meet the needs of students, who often have lower incomes.

Table B- 7: RHNA Unit Distribution by Percent LMI Households

Percent LMI Households	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 25%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
25-50%	1,859	88.5%	969	90.8%	588	100.0%	3,416	91.0%
50-75%	241	11.5%	98	9.2%		0.0%	339	9.0%
75-100%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 25%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
25-50%	1,643	76.1%	1,045	87.7%	495	100.0%	3,183	82.8%
50-75%	516	23.9%	146	12.3%	0	0.0%	662	17.2%
75-100%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 9: Concentration of Low and Moderate Income Households in the Region

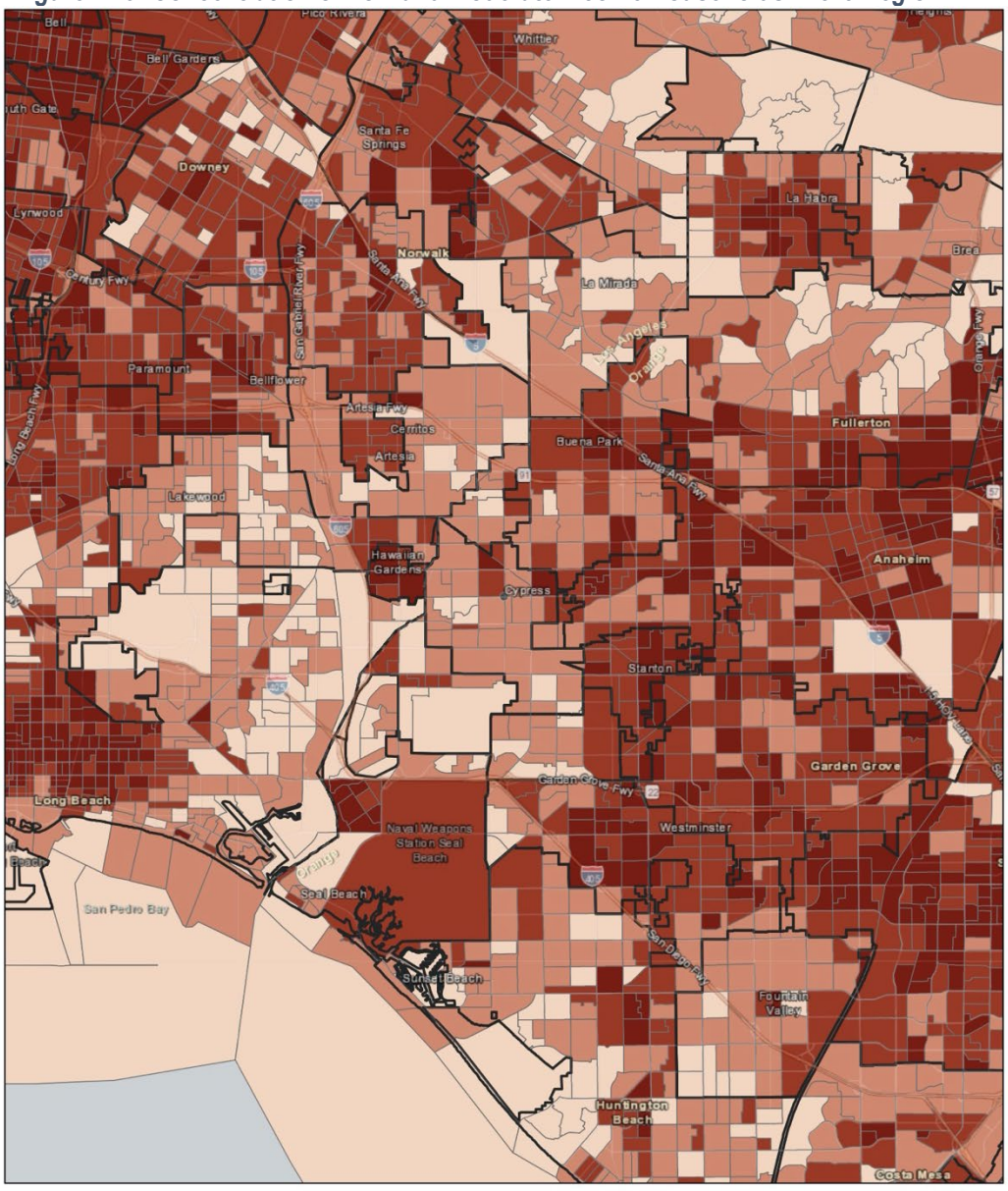


Figure B- 10: Poverty Status (2010-2014)

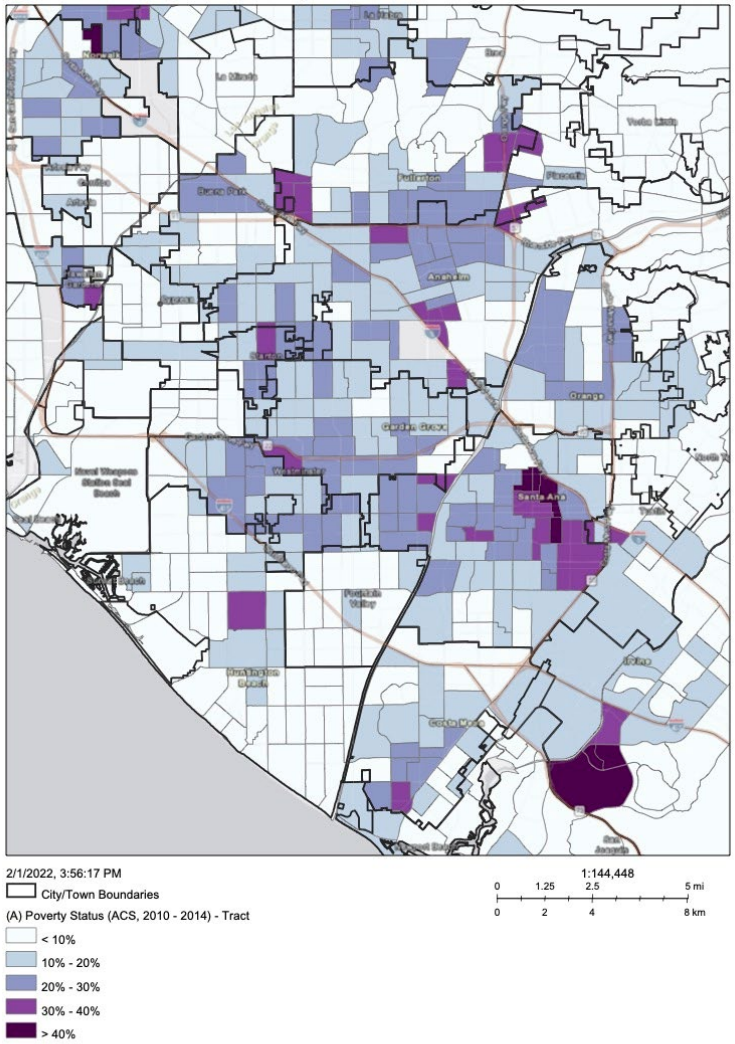


Figure B- 11: Poverty Status (2015-2019)

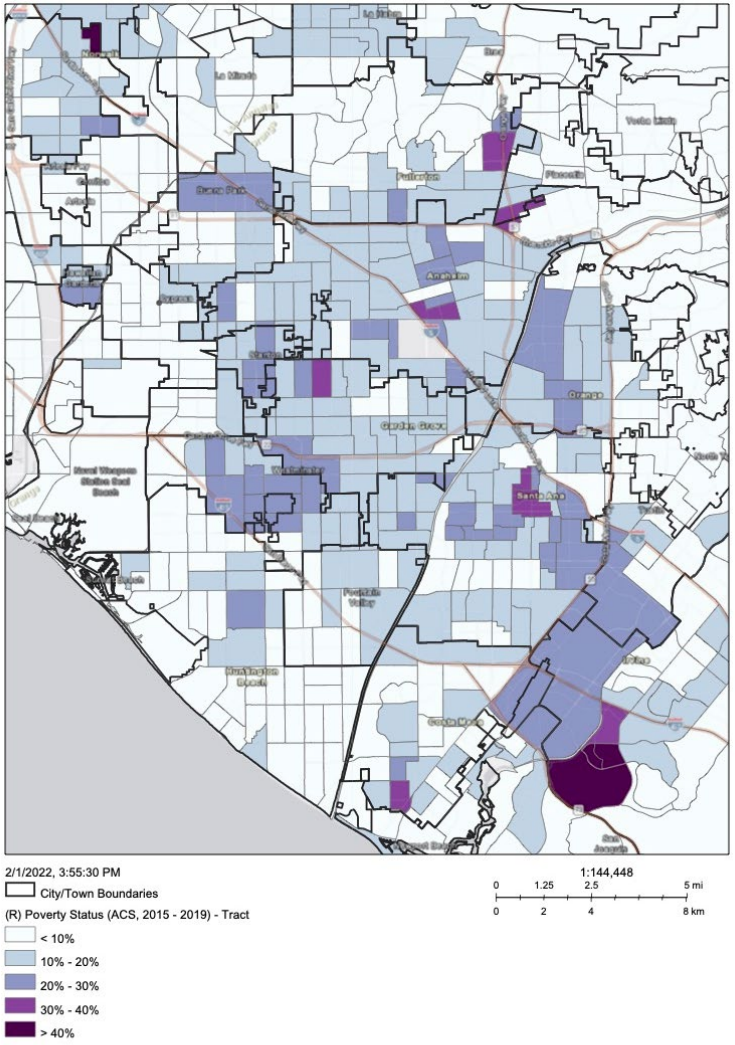
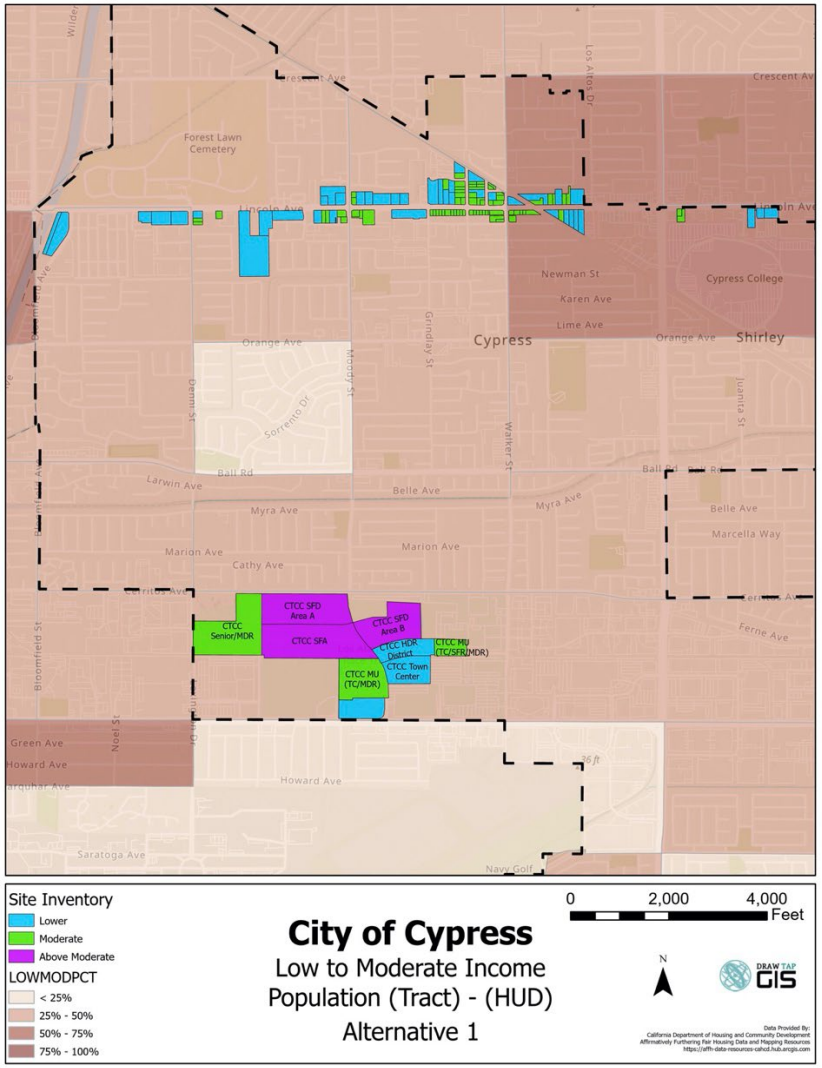
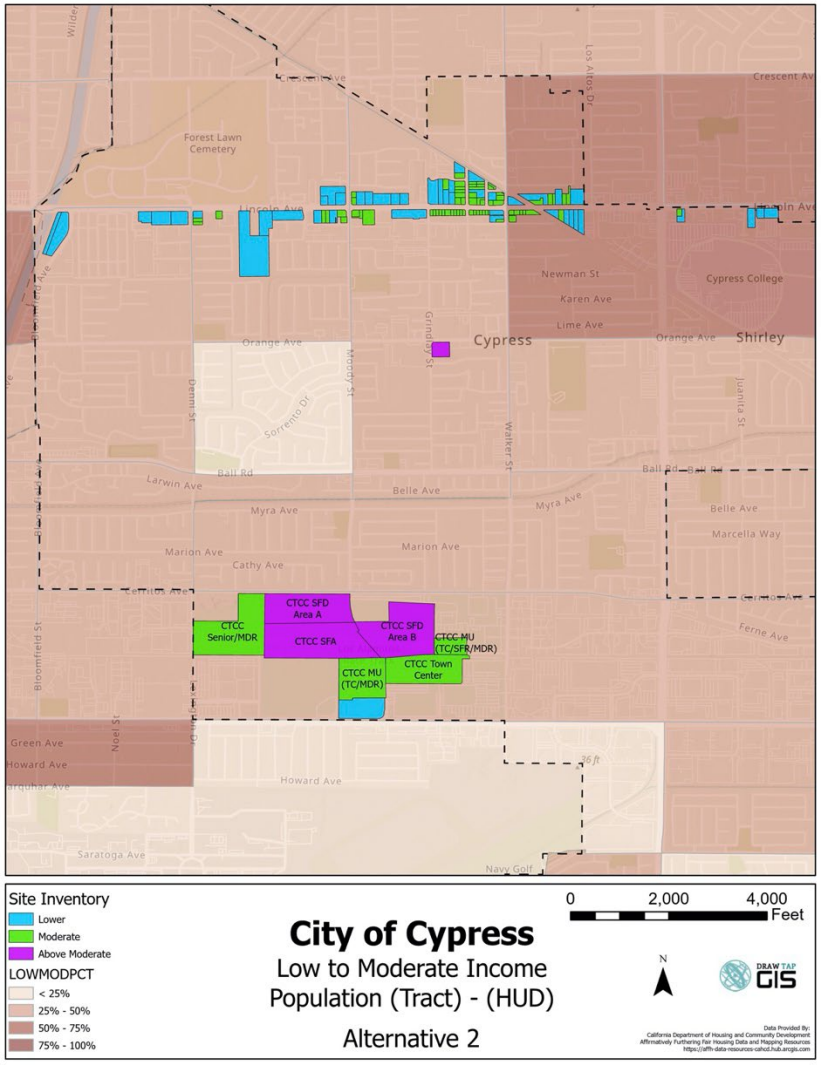


Figure B- 12: Low and Moderate Income Household Concentration and RHNA Unit Distribution



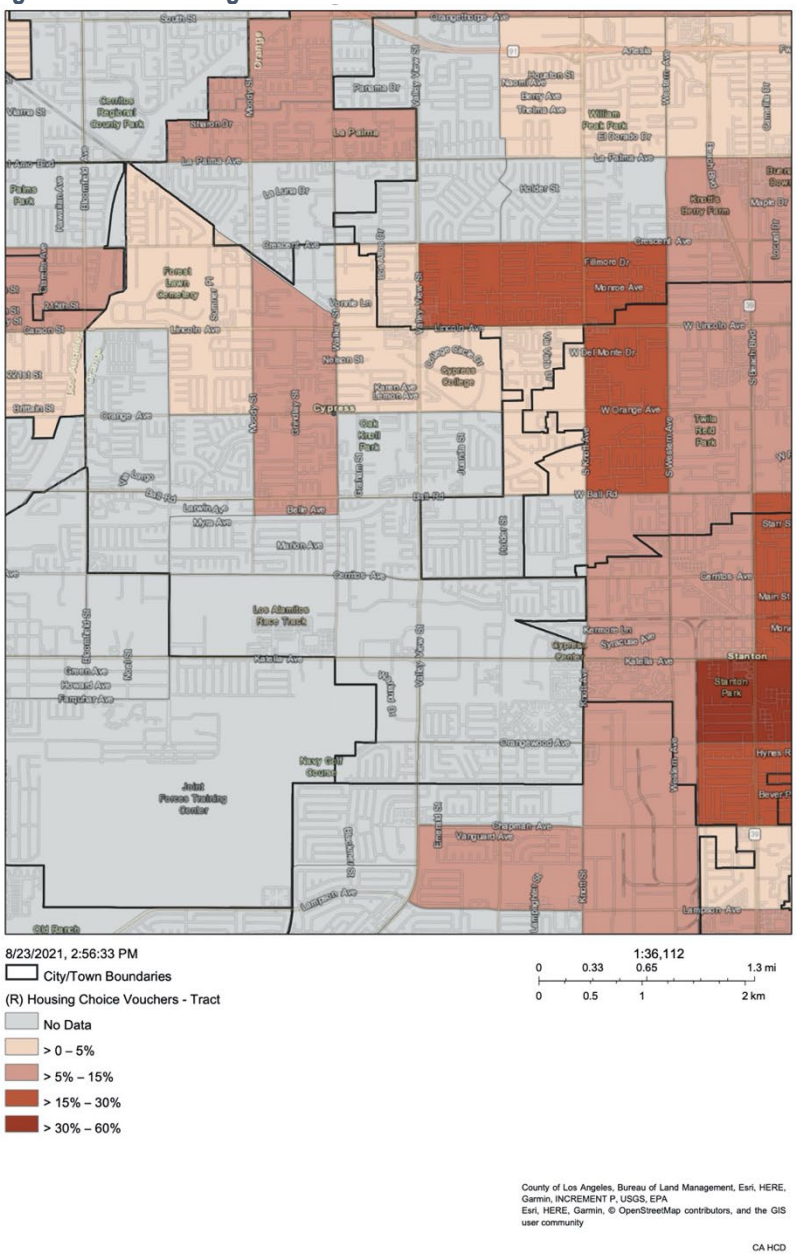


HOUSING CHOICE VOUCHERS

Trends related to housing choice vouchers (HCV) can also indicate patterns of concentration and segregation. Within Cypress, Census tract 1101.04 has the highest concentration of HCV use, with about 9 percent of renter occupied units utilizing a housing choice voucher (see Figure B- 13). This tract is also an area of the City with a higher concentration of racial and ethnic minorities, as shown in Figure B- 1.

Overall, HCV use in the City is low. Within the three tracts identified with HCVs in use in the AFFH Data Viewer, there are a total of 111 HCVs. However, the number of HCVs in use within Cypress is likely actually lower since one of the tracts includes a portion of a neighboring jurisdiction.

Figure B- 13: Housing Choice Voucher Concentration



B.3.3. RACIALLY AND ETHNICALLY CONCENTRATED AREAS

RACIALLY AND ETHNICALLY CONCENTRATED AREAS OF POVERTY

Racially and ethnically concentrated areas of poverty (R/ECAPs) are identified as census tracts with a majority non-White population (greater than 50 percent) and a poverty rate that exceeds 40 percent or is three times the average tract poverty rate for the metro/micro area, whichever threshold is lower. As shown inFigure B- 14, there are no R/ECAPs within the City of Cypress. The closest R/ECAPs in the region are located within the cities of Long Beach and Santa Ana. Therefore, Cypress has identified no RHNA units within R/ECAPs. As discussed in the next section, while Cypress has a significant racial and ethnic minority population (see Table B- 1), it is made up of primarily high resource areas (Table B- 11).

RACIALLY CONCENTRATED AREAS OF AFFLUENCE

While R/ECAPs are often the focus of fair housing policies, it is also important to analyze racially concentrated areas of affluence (RCAAs) to ensure that housing is integrated in high opportunity areas, a key fair housing choice. According to a policy paper published by HUD, Whites are the most racially segregated group in the Country and in the same way that neighborhood disadvantage is associated with concentrated poverty and high concentration of people of color, distinct advantages are associated with residence in affluent, predominantly White communities. Therefore, according to HUD, a RCAA is defined as an affluent, White community.

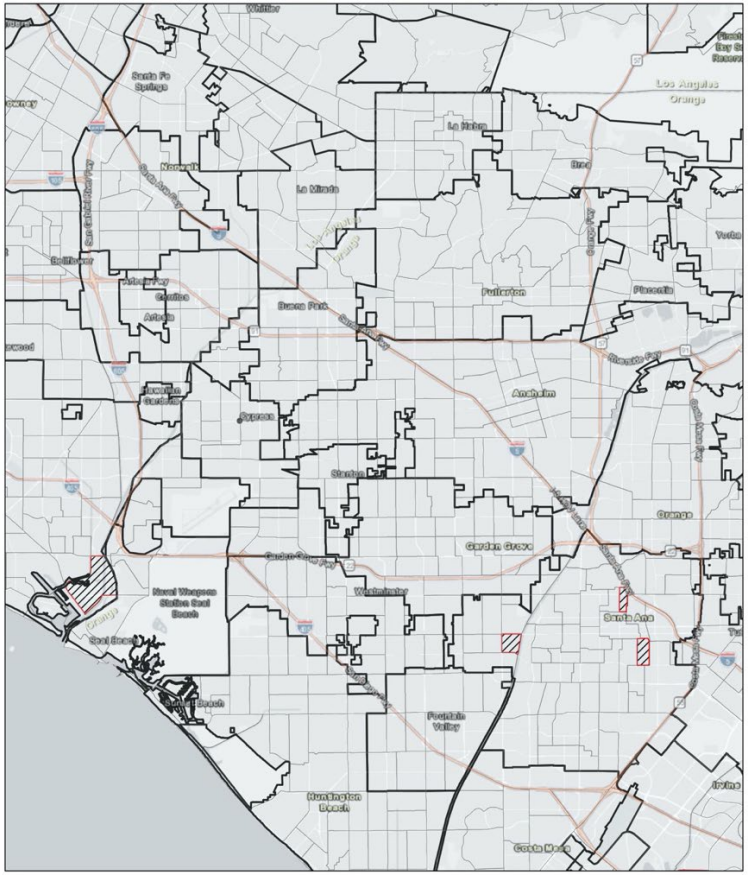
HCD has developed its own metric for RCAAs; however, it was not available on the AFFH Tool at the time of writing this analysis. Therefore, the definition of RCAAs used is that which was developed by scholars at the University of Minnesota Humphrey School of Public Affairs (cited in HCD's memo): "RCAAs are defined as census tracts where, 1) 80 percent or more of the population is white, and 2) the median household income is $125,000 or greater (slightly more than double the national median household income in 2016)". Using this definition, there are no RCAAs within the City of Cypress. As shown in Table B- 8, there are no Census tracts within Cypress where 80 percent or more of the population is non-Hispanic White. Figure B- 15 illustrates the median household income by Census block group in Cypress. There are four block groups in Cypress where median income is greater than $125,000. These block groups are within Census tracts 1101.04 and 1101.18, where non-Hispanic Whites make up 40 percent and 34 percent of the population, respectively. Therefore, there does not appear to be a correlation between higher median income and higher concentration of White population in the City of Cypress.

Table B- 8: Percent White Population by Census Tract

Census Tract	Percent White Population
1101.11	41.8
1101.10	33.9
1101.04	40.3
1101.17	43.3
1101.06	53.1
1101.18	34.1
1101.14	55.9
1101.13	44.0
1100.11	58.1
1100.01	63.6
1100.15	72.3
1101.09	39.5
1101.02	34.8
1100.10	54.9

Source: HCD AFFH Data Viewer

Figure B- 14: Racially and Ethnically Concentrated Areas of Poverty



8/3/2021, 2:50:57 PM

1:144,448

0 1.25 2.5 5 mi

0 2 4 8 km

City/Town Boundaries

(R) Racially or Ethnically Concentrated Areas of Poverty "R/ECAP'S" (HUD, 2009 - 2013) - Tract

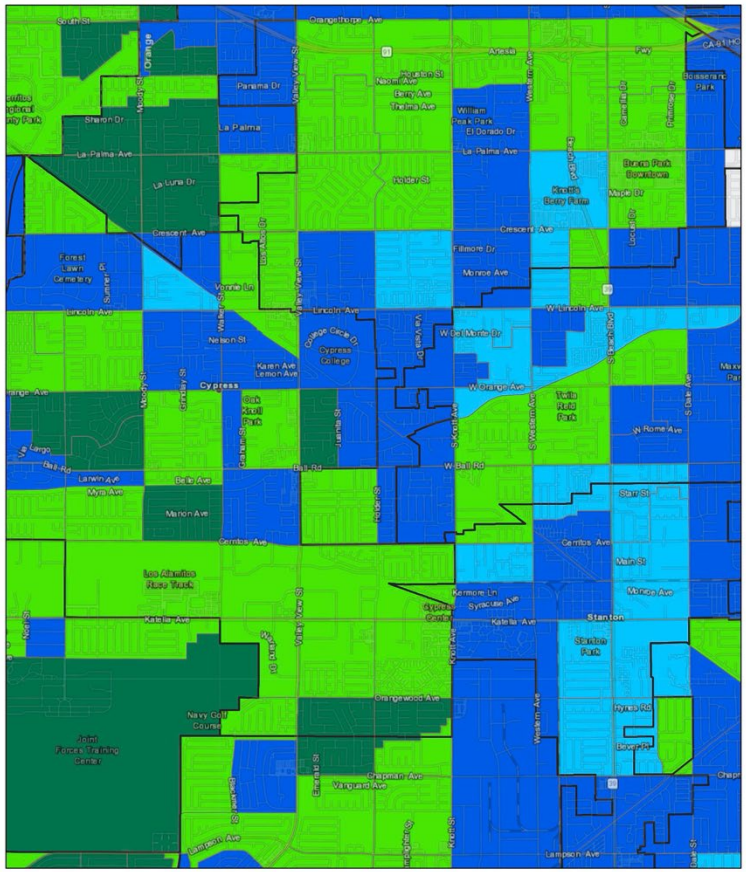
0 - Not a R/ECAP

1 - R/ECAP

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community
City of Anaheim, County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPS

CA HCD

Figure B- 15: Median Income (2015-2019)



8/24/2021, 8:41:33 AM

1:36,112

0 0.33 0.65 1.3 mi

0 0.5 1 2 km

City/Town Boundaries

(R) Median Income (ACS, 2015-2019) - Block Group

< $55,000

< $87,100 (HCD 2020 State Median Income)

< $125,000

Greater than $125,000

Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community
City of Anaheim, County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA

CA HCD

B.3.4. ACCESS TO OPPORTUNITIES

Significant disparities in access to opportunity are defined as "substantial and measurable differences in access to educational, transportation, economic, and other opportunities in a community based on protected class related to housing", according to the HCD AFFH Guidelines. To assist in the analysis of access to opportunities, the Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) convened in the California Fair Housing Task force to "provide research, evidence-based policy recommendations, and other strategic recommendations to HCD and other related state agencies/departments to further the fair housing goals (as defined by HCD)." The Task force has created Opportunity Maps to identify resource levels across the state "to accompany new policies aimed at increasing access to high opportunity areas for families with children in housing financed with 9% Low Income Housing Tax Credits (LIHTCs)". These opportunity maps are made from composite scores of three different domains made up of a set of indicators. Table B- 9 shows the full list of indicators. The opportunity maps include a measure or "filter" to identity areas with poverty and racial segregation. The criteria for these filters are:

- Poverty: Tracts with at least 30 percent of the population under the federal poverty line.
- Racial Segregation: Tracts with a location quotient higher than 1.25 for Blacks, Hispanics, Asians, or all people of color in comparison to the County.

Table B- 9: Domains and Indicators for Opportunity Maps

Domain	Indicator
Economic	Poverty Adult education Employment Job proximity Median home value
Environmental	CalEnviroScreen 3.0 pollution Indicators and values
Education	Math proficiency Reading proficiency High School graduation rates Student poverty rates

Source: California Fair Housing Task Force, Methodology for the 2021 TCAC/HCD Opportunity Maps, December 2021

REGIONAL TRENDS

Figure B- 16 maps Opportunity Areas for the region. Within the region, the areas closest to Cypress that have been identified as areas of high segregation and poverty are located in Long Beach, Anaheim, and Garden Grove. In Orange County, the coastal areas and southern region tend to be High Resource areas. Low resource areas are concentrated in the center of the County, in cities with higher concentrations of minority populations and lower incomes as discussed in previous sections.

LOCAL TRENDS

According to the 2021 TCAC/HCD opportunity maps, there are no areas of high racial segregation and poverty in Cypress (see Figure B- 17). Cypress is made up primarily of High Resource tracts. The City includes one tract that is designated Moderate Resource (tract 1101.13). This tract is generally bounded by Cerritos Ave. to the north, Katella Ave. to the south, and the city limits to the east and west. It is important to note that this tract currently contains primarily commercial uses, including the Los Alamitos Race Course property and the Cypress Business Park. The majority of housing units located in this tract are located outside of City limits in Los Alamitos. However, redevelopment is occurring in this area, with two pipeline projects entitled with a total of 386 units. Current redevelopment efforts, along with future development on the Race Course, will likely have a positive impact on access to opportunity in this tract. Additionally, the City contains one tract designated Moderate Resource (Rapidly Changing) (tract 1101.10). Tracts that have been identified as "moderate resource (rapidly changing)" are areas that are Moderate Resource but may soon become High

Resource, based on recent trends.[2] This tract is located in the northeast portion of the City and includes the Cypress College campus. This area has been intentionally targeted in the sites inventory as a way to encourage affordable housing near the College.

Table B- 10 shows the TCAC/HCD Resource Category and minority concentration for Census tracts within Cypress. There does not appear to be a correlation between minority concentration and resource categories.

Table B- 10: Minority Concentration and 2021 TCAC/HCD Resource Category

Census Tract	Minority Concentration (%)	TCAC/HCD Resource Category
1101.11	58.2	High Resource
1101.10	66.1	Moderate Resource (Rapidly Changing)
1101.04	59.7	High Resource
1101.17	56.7	High Resource
1101.06	46.9	High Resource
1101.18	65.9	Highest Resource
1101.14	44.1	Highest Resource
1101.13	56.0	Moderate Resource
1100.11	41.9	High Resource
1100.01	36.4	High Resource
1100.15	27.7	High Resource
1101.09	60.5	High Resource
1101.02	65.2	High Resource
1100.10	45.1	High Resource

Source: HCD AFFH Data Viewer; 2021 TCAC/HCD Opportunity Maps Statewide Summary Table

Table B- 11 provides the distribution of RHNA units for Alternative 1 and Alternative 2 by TCAC/HCD Resource Category. For Alternative 1, about 65 percent of units would be located in Moderate Resource or Moderate Resource (Rapidly Changing) tracts, with the remaining units located in High Resource tracts (35 percent). However, 47 percent of lower income units would be located in High Resource areas. For Alternative 2, 55 percent of units would be located in Moderate Resource or Moderate Resource (Rapidly Changing) tracts, with the remaining 45 percent located in High Resource tracts. About 61 percent of lower income units are identified in High Resource tracts.

Table B- 11: RHNA Unit Distribution by TCAC Opportunity Areas

Opportunity Area	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
Moderate Resource (rapidly changing)	241	11.5%	98	9.2%	0	0.0%	339	9.0%
Moderate Resource	874	41.6%	650	60.9%	588	100.0%	2,112	56.2%
High Resource	985	46.9%	319	29.9%	0	0.0%	1,304	34.7%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
Moderate Resource (rapidly changing)	516	23.9%	146	12.3%	0	0.0%	662	17.2%
Moderate Resource	321	14.9%	650	54.6%	465	93.9%	1,436	37.3%
High Resource	1,322	61.2%	395	33.2%	30	6.1%	1,747	45.4%
Total Units	2,159		1,191		495		3,845	

[2] California Fair Housing Task Force, Methodology for the 2021 TCAC/HCD Opportunity Maps, December 2021

Figure B- 16: TCAC Opportunity Areas (Region)

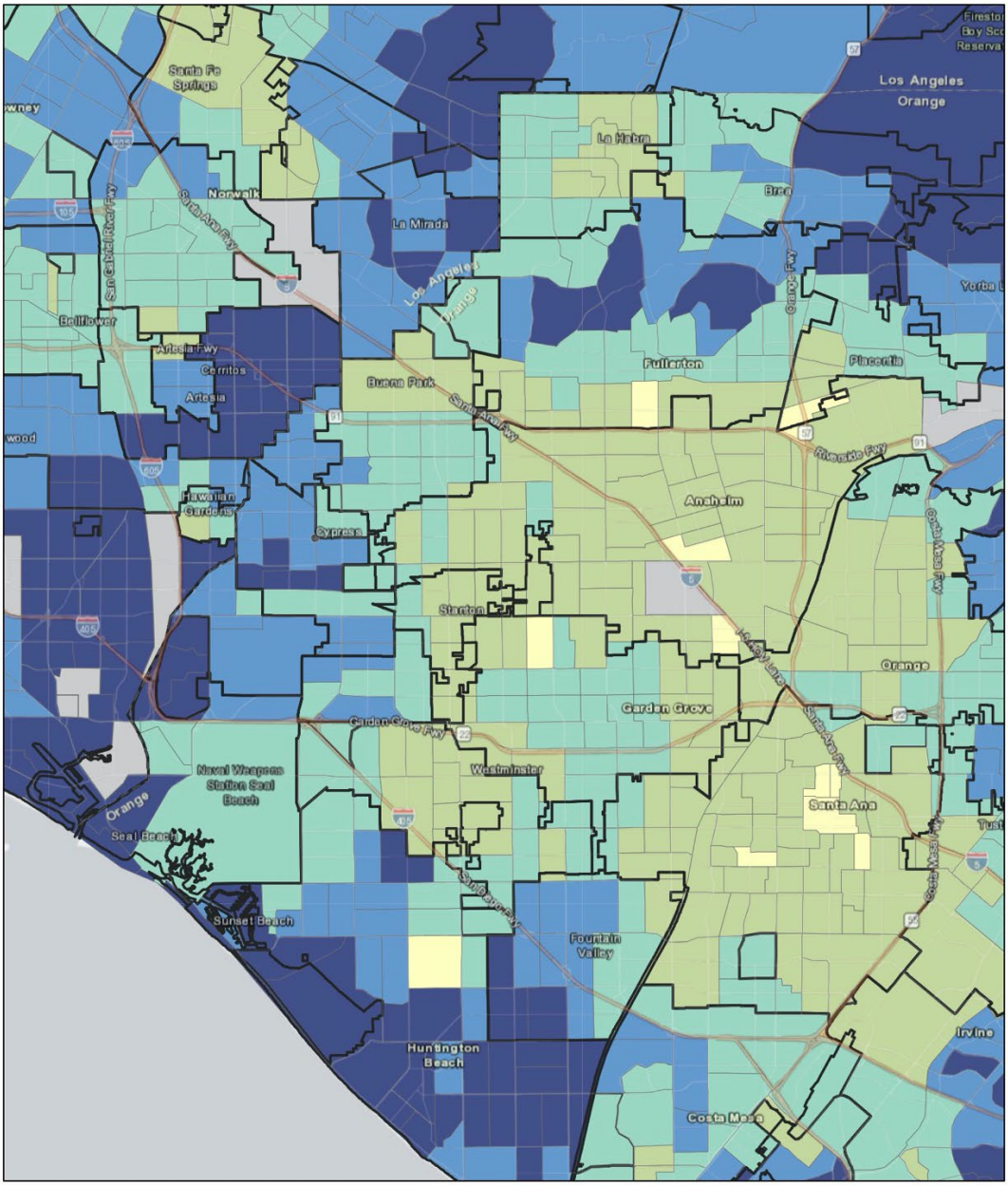
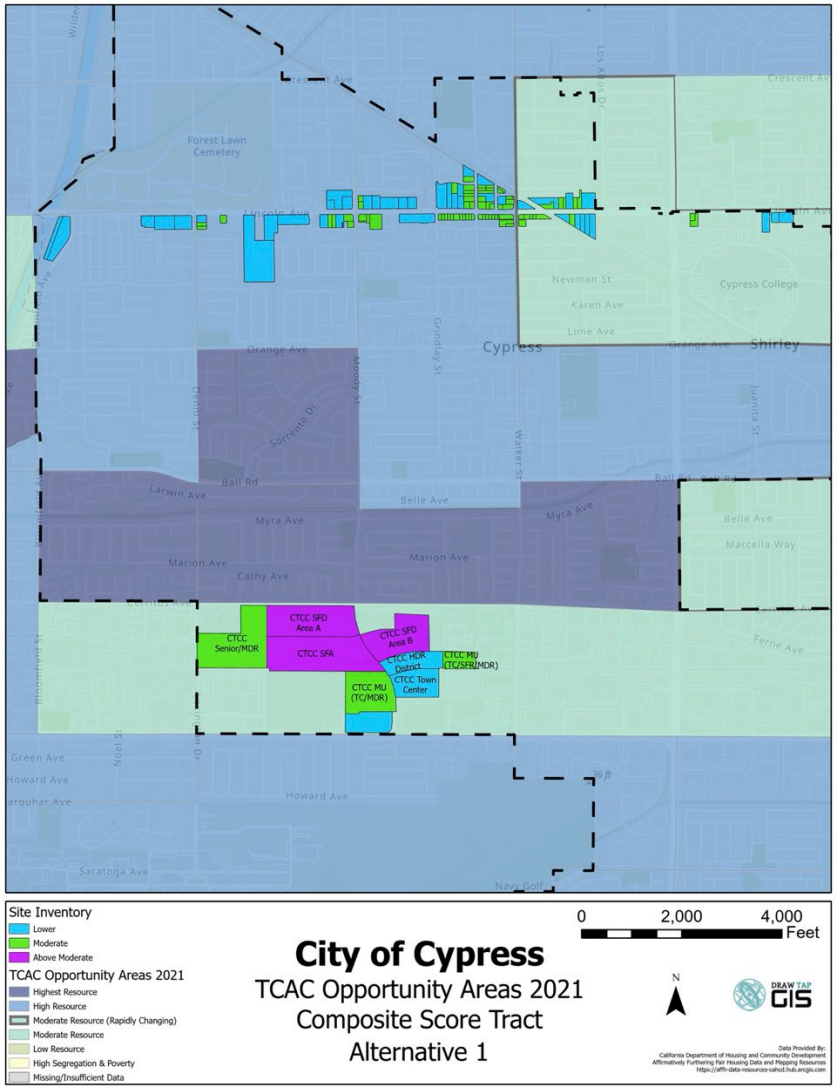


Figure B- 17: TCAC Opportunity Areas and RHNA Unit Distribution



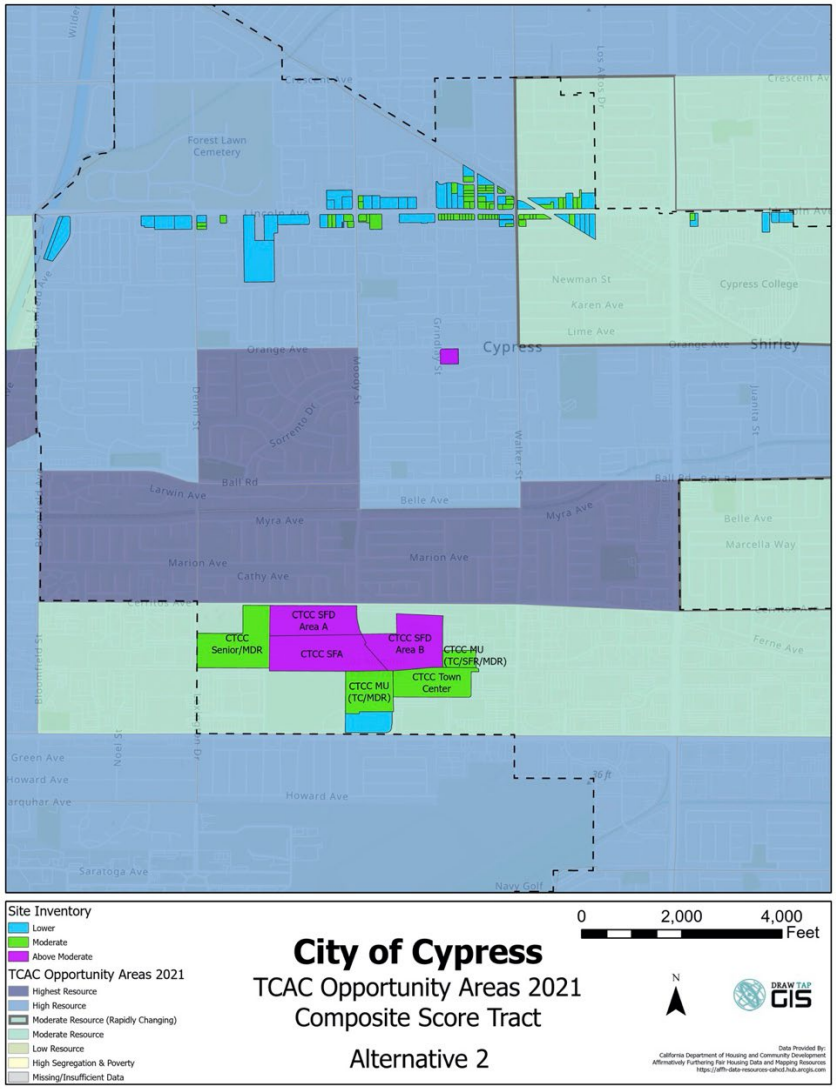


Table B- 12 provides the composite score and scores for each domain from the 2021 TCAC/HCD Opportunity Maps. The following section provides further information on each domain and related indicators.

Table B- 12: Opportunity Map Scores and Categorization (2021)

Census Tract	Economic Domain Score	Environmental Domain Score	Education Domain Score	Composite Index Score	Final Category
06059110111	0.692	0.603	0.794	0.41	High Resource
06059110110	0.555	0.879	0.456	0.163	Moderate Resource (Rapidly Changing)
06059110104	0.497	0.86	0.66	0.336	High Resource
06059110117	0.445	0.581	0.733	0.282	High Resource
06059110106	0.445	0.581	0.733	0.282	High Resource
06059110118	0.931	0.818	0.894	0.682	Highest Resource
06059110114	0.641	0.858	0.91	0.549	Highest Resource
06059110113	0.79	0.324	0.435	0.06	Moderate Resource
06059110011	0.825	0.544	0.626	0.336	High Resource
06059110001	0.582	0.568	0.783	0.358	High Resource
06059110015	0.735	0.097	0.988	0.381	High Resource
06059110109	0.773	0.908	0.56	0.381	High Resource
06059110102	0.764	0.704	0.709	0.401	High Resource
06059110010	0.731	0.416	0.828	0.4	High Resource

Source: California Fair Housing Task Force, TCAC/HCD Opportunity Maps, 2021 Statewide Summary Table

EDUCATION

School proficiency scores are indicators of school system quality. As one of the domains assessed as part of the TCAC/HCD Opportunity Maps, education scores are a composite of several indicators, including math proficiency, reading proficiency, high school graduation rates, and student poverty rates.

REGIONAL TRENDS

Figure B- 18 provides TCAC Education Scores for the region. Coastal and southern Orange County have overall higher scores than the central portion of the County. Lower scores in the central area of the County appear to correlate with higher concentrations of lower and moderate income households as visualized in Figure B- 9. These areas also tend to have lower access to opportunity in general, as shown in Figure B- 16.

LOCAL TRENDS

Figure B- 20 illustrates the TCAC Education Score for the Census tracts within Cypress, where a score of 1 is the most positive education outcome. For the majority of the City, tracts scored greater than 0.5, with several scoring greater than 0.75. However, the areas previously described as designated Moderate Resource and Moderate Resource (Rapidly Changing) have Education Scores just below 0.50 (see Table B- 12).

Greatschools.org is a nonprofit organization that rates schools throughout the Country. The Great Schools Summary Rating calculation is based on the following four ratings: 1) Student Progress or Academic Progress Rating; 2) College Readiness Rating; 3) Equity Rating; and 4) Test Score Rating. A rating of 4 or lower indicates that a school is “below average”, 5 to 6 indicates “average”, and schools rated 7 to 10 are considered “above average”. Figure B- 19 shows the Great Schools Summary Rating for schools within Cypress. All schools within the City are rated “above average”, with scores ranging from 7 to 10.

Figure B- 18: TCAC Education Scores (Region)

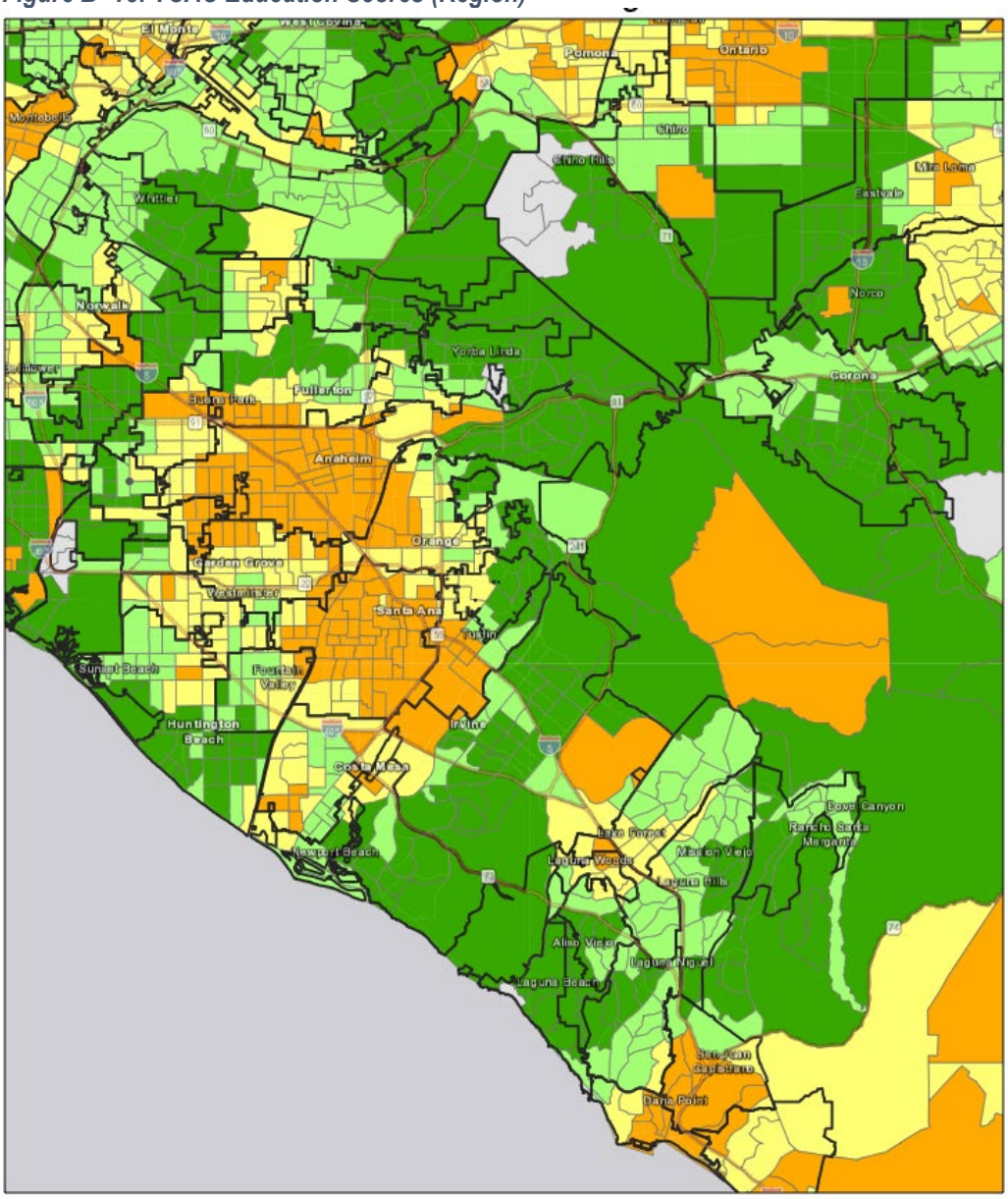
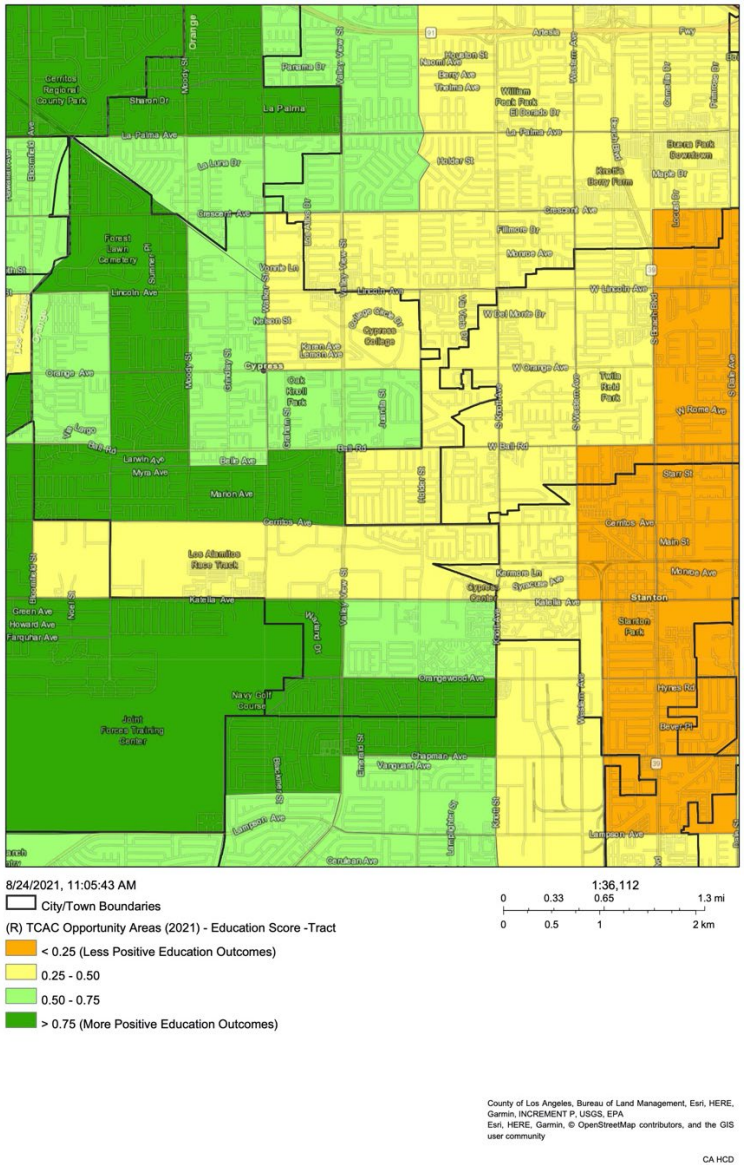


Figure B- 19: GreatSchools Ratings for Cypress Schools



Source: Greatschools.org, accessed August 2021.

Figure B- 20: TCAC Education Scores (Cypress)



ECONOMIC DEVELOPMENT

The Economic Domain utilized as part of the HCD/TCAC Opportunity Map scoring utilizes a variety of indicators, including poverty, adult education, employment, job proximity, and median home value.

REGIONAL TRENDS

TCAC Economic Scores for the region are visualized in Figure B- 21. The southern and coastal areas of the County tended to have higher TCAC Economic Scores. The central portion of the County, particularly tracts located in the Cities of Santa Ana, Anaheim, Westminster, Garden Grove, and Buena Park, had lower scores, indicating less positive economic outcomes.

The Jobs Proximity Index is a measure of the accessibility of a neighborhood to jobs in a region. A higher jobs proximity score would indicate better access to jobs for residents of that area. Figure B- 22 illustrates jobs proximity scores for the region. As shown on the map, central Orange County tends to have higher access to jobs, based on the Jobs Proximity Index. Coastal and more mountainous communities in the County have lower scores, likely due to limited access to public transportation and freeways.

LOCAL TRENDS

As shown in Figure B- 24, the Jobs Proximity Index varies widely within the City of Cypress. The northern portion of the City received a score of less than 20, indicating less proximity to jobs, while the southern portion of the City has scores ranging from 60 to 80. The reason for this variation is unclear. The northern portion of the City has similar freeway access to the southern portion of the City and is also served by an OCTA bus line. Given the size of the City, it seems unlikely that access to jobs would vary to this extent within City limits.

The TCAC Economic Score is likely a better indicator of economic opportunity within the City. TCAC Economic Scores for the Census tracts within Cypress are shown in Figure B- 21. The majority of Cypress scored greater than 0.5, with several areas of the City scoring greater than 0.75. Census tract 1101.17 on the west side of the City and tract 1101.04 in central Cypress had the lowest scores, 0.45 and 0.50, respectively. One potential reason for the lower score in tract 1101.17 is the location of the Lincoln Center Mobile Home Park within this tract. Units within the tract would have lower home values compared to other areas of the City and many residents would have lower income levels. Both Sites Inventory Alternatives propose new low and moderate income units in these tracts as they both include portions of Lincoln Avenue. However, the units are not disproportionatly located in these two tracts, but spread across the Lincoln Avenue corridor.

Figure B- 21: TCAC Economic Score (Region)

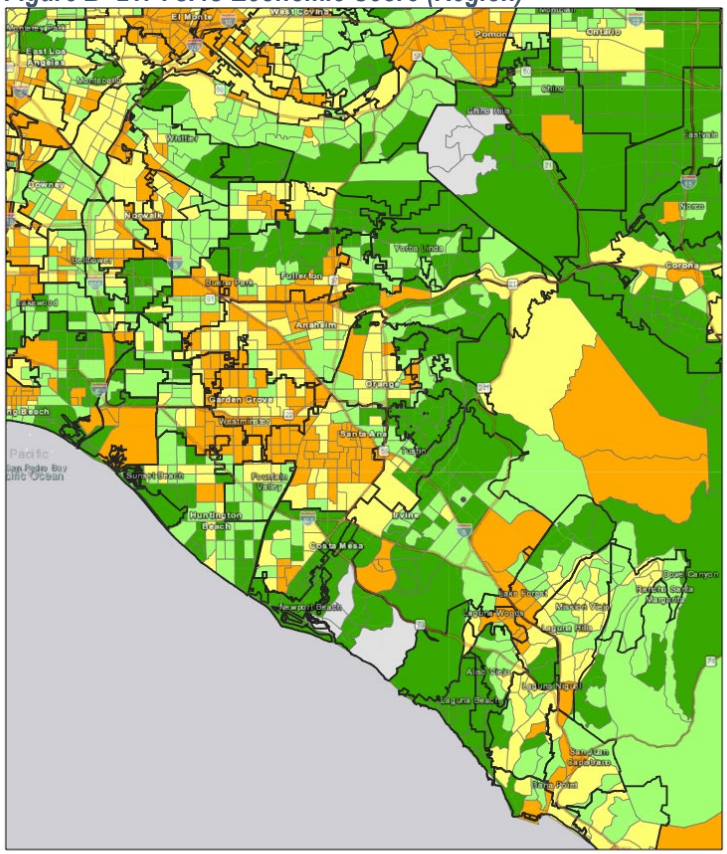


Figure B- 22: Jobs Proximity Index (Region)

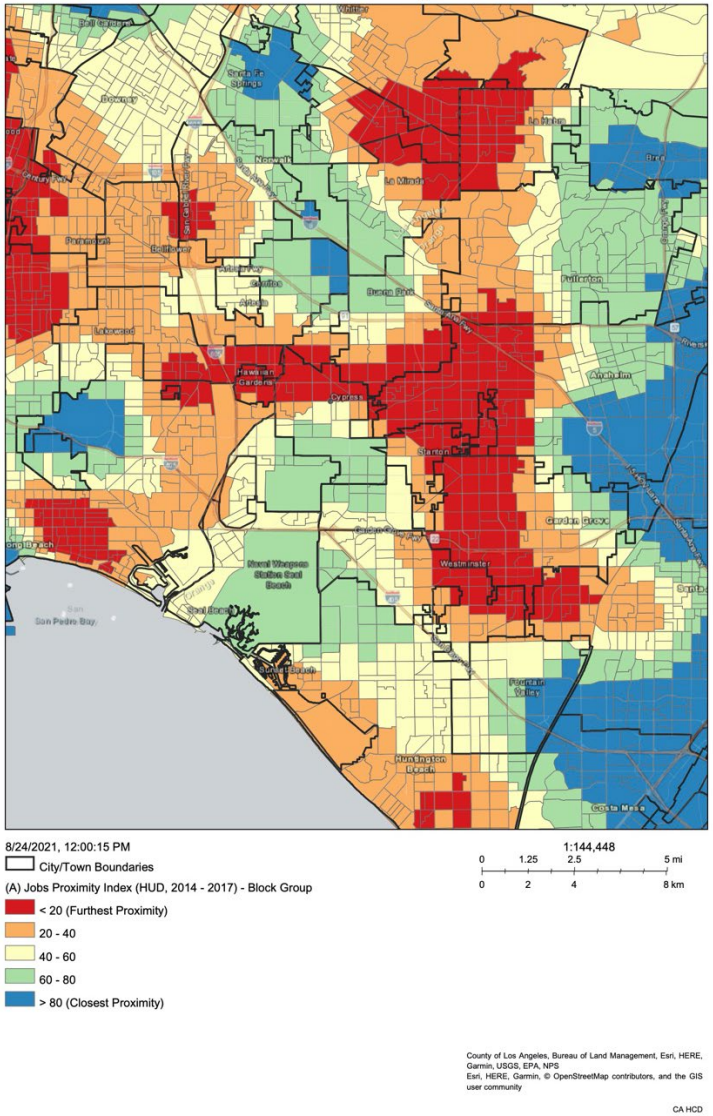


Figure B- 23: TCAC Economic Score (Cypress)

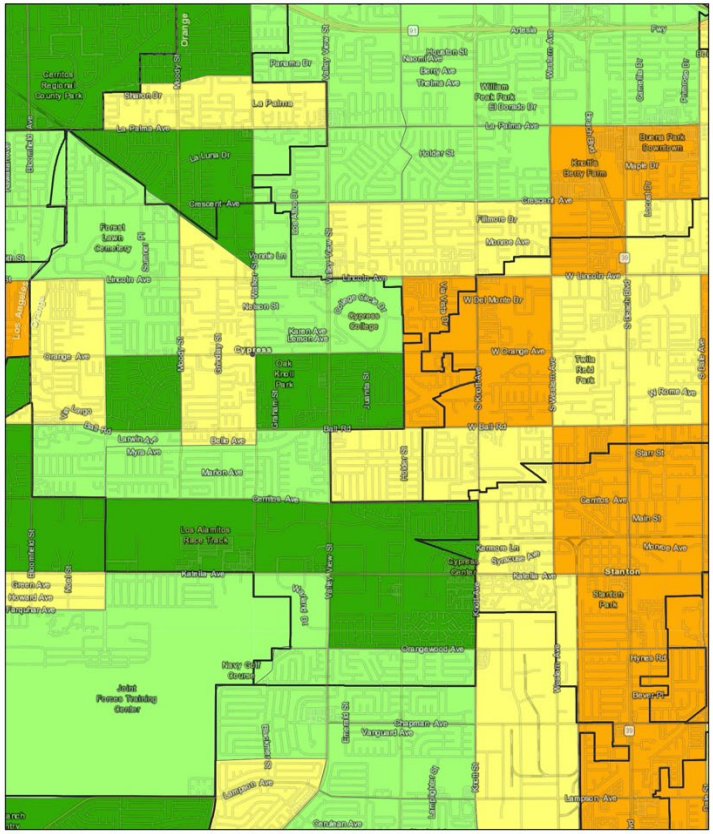
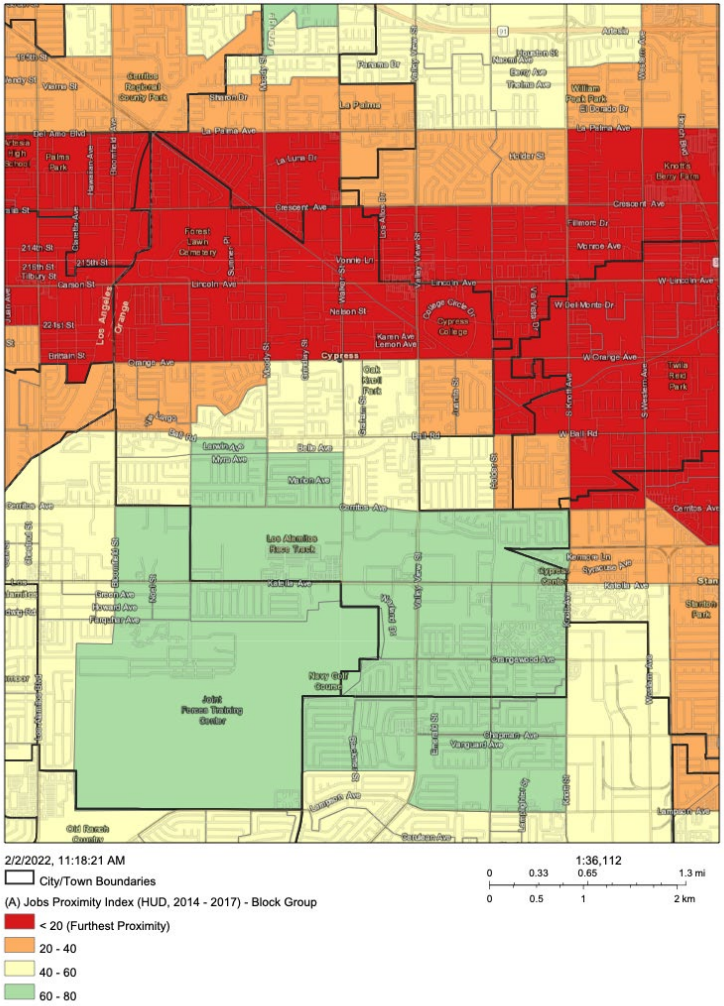


Figure B- 24: Jobs Proximity Index (Cypress)



ENVIRONMENT

The 2021 TCAC Environmental Score is based on the CalEnviroScreen 3.0 score. The California Office of Environmental Health Hazard Assessment (OEHHA) developed CalEnvrioScreen and compiles scores to help identify communities that are disproportionately burdened by multiple sources of pollution. CalEnvrioScreen takes into account environmental factors (pollutant exposure, groundwater threats, toxic sites, and hazardous materials exposure), sensitive receptors (seniors, children, persons with asthma, and low birth weight infants), and socioeconomic factors (educational attainment, linguistic isolation, poverty, and unemployment).

CalEnvironScreen 4.0 was released in February 2021 and therefore provides more recent data than the CalEnviroScreen 3.0 score that were utilized for the 2021 TCAC Environmental Scores and Opportunity maps. CalEnvironScreen 4.0 scores are generally consistent with the TCAC Environmental Scores and both are discussed in the following sections.

REGIONAL TRENDS

Figure B- 25 illustrates the range of TCAC Environmental Scores for the region. The majority of the southern and coastal areas of the County generally have low scores, equating to more positive environmental outcomes. The central and northern areas of the County tend to have higher scores, likely due to higher levels of pollution and higher proportions of lower income residents in these areas.

LOCAL TRENDS

As shown in Figure B- 25, the Cypress tends to have higher scores TCAC Environmental Scores than many surrounding Orange County cities, but similar scores to nearby Los Angeles County cities of Lakewood and Cerritos. The northern half of the City has particularly high positive outcomes with scores ranging from 0.50 to 1.0 and the majority scoring over 0.75. Some areas in the southern portion of the City have lower scores, particularly tract 1101.13 (score of 0.32), tract 1100.15 (score of 0.10), and tract 1100.10 (score of 0.42). There are no RHNA units located within tracts 1100.15 or 1100.10.

Figure B- 26 and Table B- 13 show CalEnviroScreen 4.0 scores in relation to RHNA unit distribution for both of the City's sites inventory alternatives. As shown in Table B- 13, the majority of units in Alternative 1 are located in tracts with a CalEnviroScreen score of 50 to 60 percent. However, the majority of lower income units are found in tracts with more positive environmental outcomes. For Alternative 2, units are spread more evenly across tracts with scores ranging between 30 to 60 percent.

Table B- 13: RHNA Unit Distribution by CalEnviroScreen 4.0 Score

CalEnviroScreen Score	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 10% (More Positive Outcomes)	0	0.0%	0	0.0%	0	0.0%	0	0.0%
10-20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-30%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30-40%	321	15.3%	268	25.1%	0	0.0%	589	15.7%
40-50%	905	43.1%	149	14.0%	0	0.0%	1,054	28.1%
50-60%	874	41.6%	650	60.9%	588	100.0%	2,112	56.2%
60-70%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
70-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
80-90%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
90-100% (Less Positive Outcomes)	0	0.0%	0	0.0%	0	0.0%	0	0.0%

Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 10% (More Positive Outcomes)	0	0.0%	0	0.0%	0	0.0%	0	0.0%
10-20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-30%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
30-40%	456	21.1%	344	28.9%	30	6.1%	830	21.6%
40-50%	1,382	64.0%	197	16.5%	0	0.0%	1,579	41.1%
50-60%	321	14.9%	650	54.6%	465	93.9%	1,436	37.3%
60-70%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
70-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
80-90%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
90-100% (Less Positive Outcomes)	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 25: TCAC Environment Score (Region)

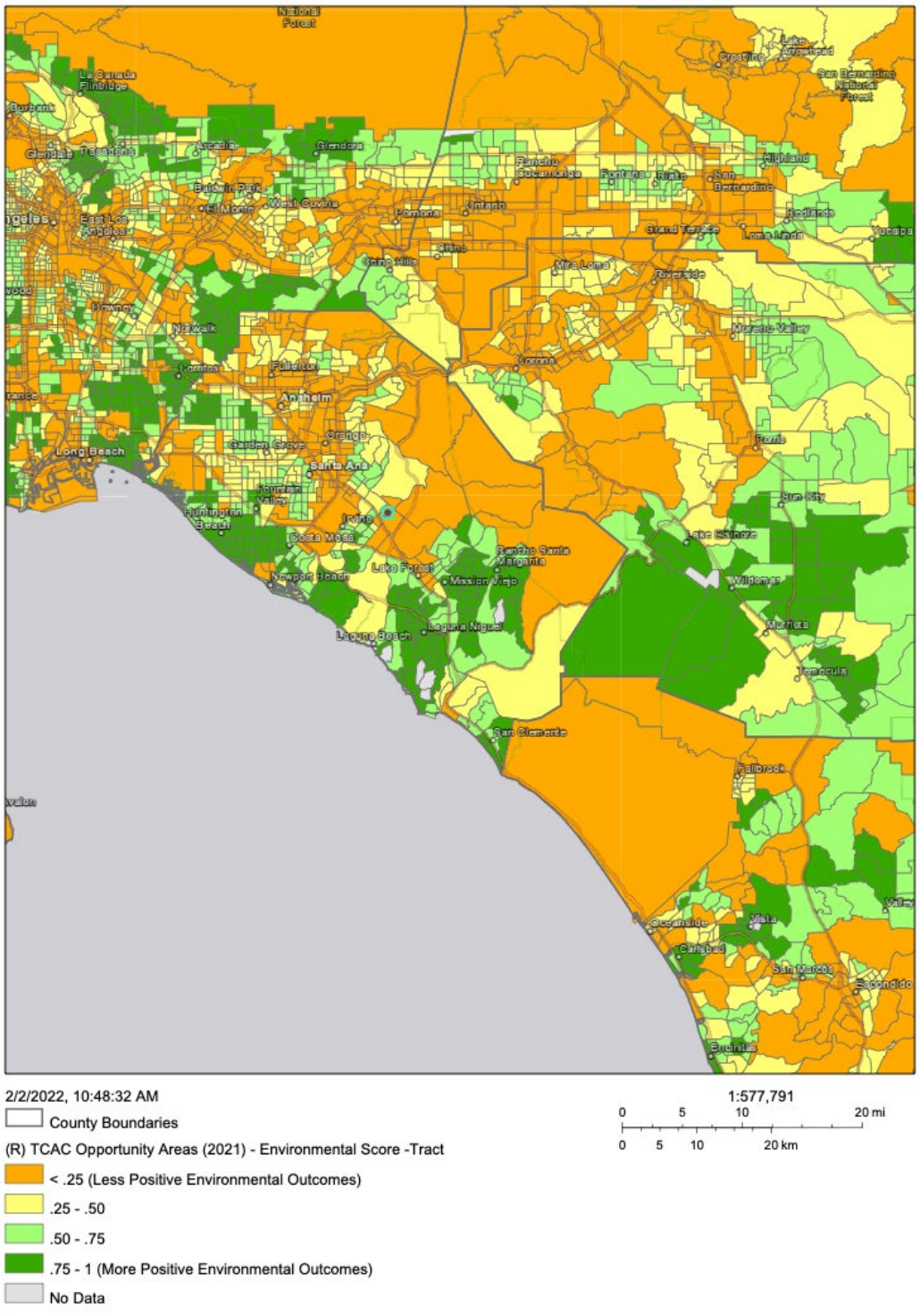
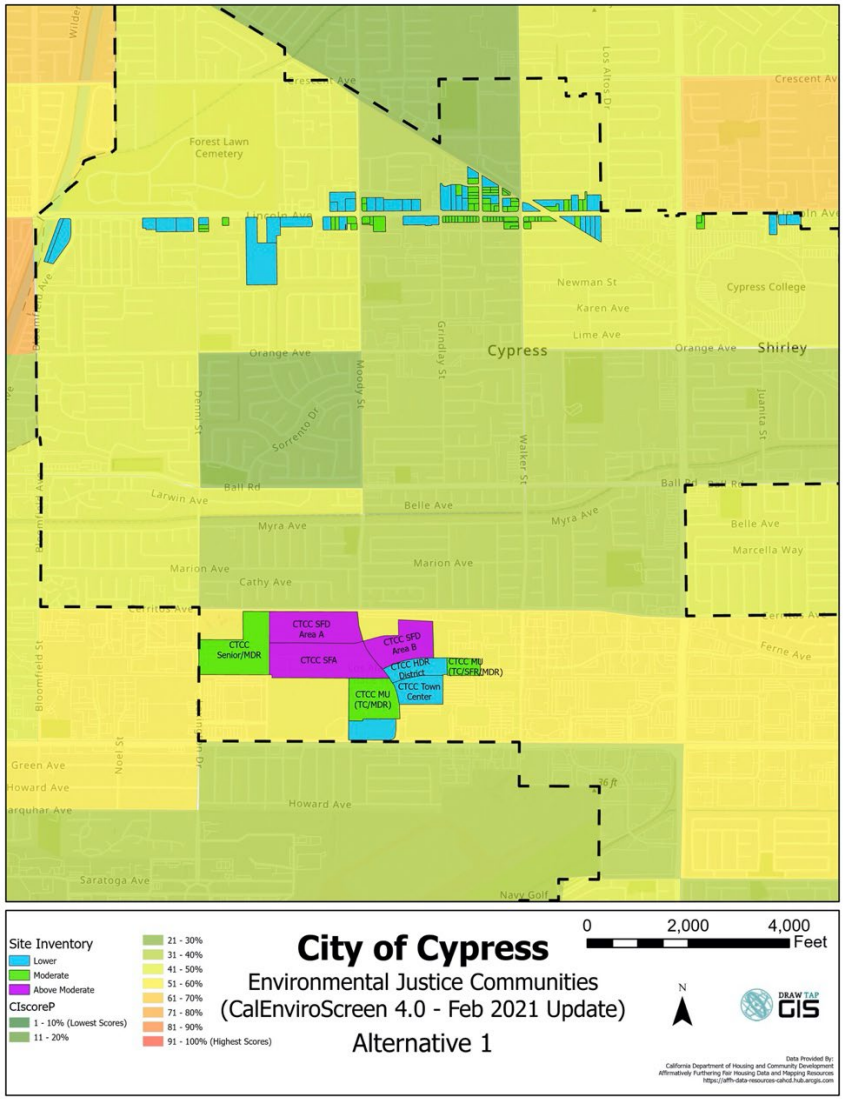
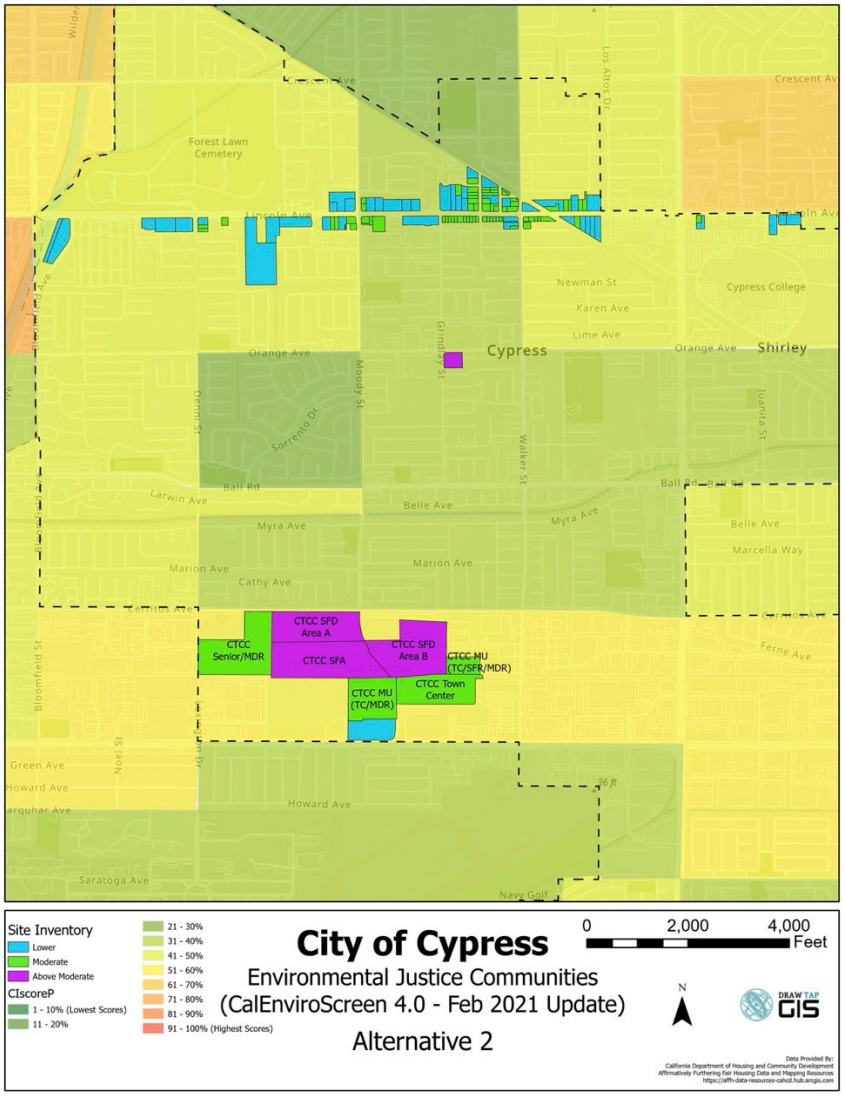


Figure B- 26: CalEnviroScreen 4.0 Scores and RHNA Unit Distribution



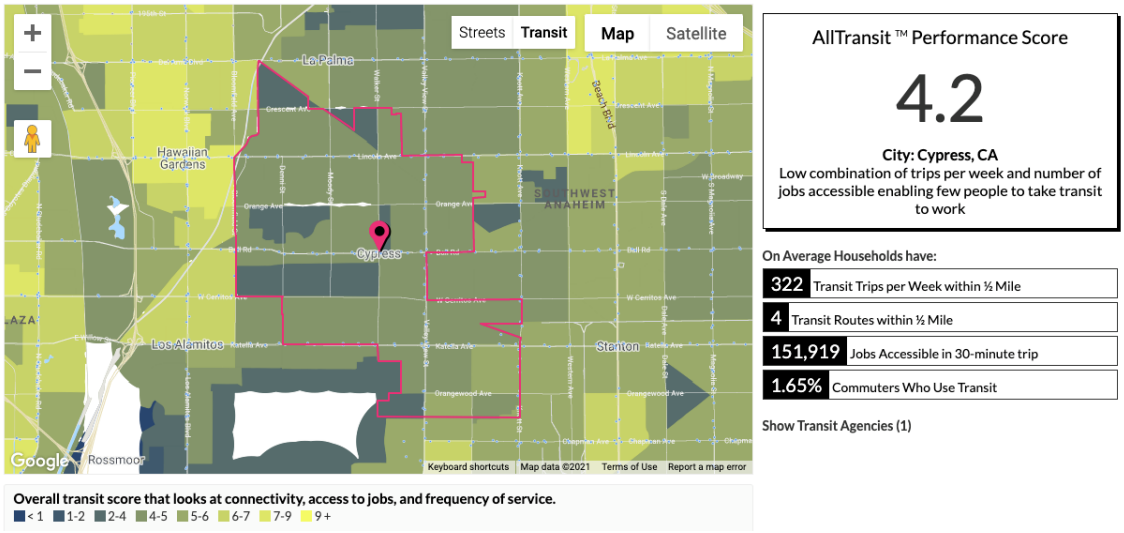


TRANSPORTATION

Regional and Local Conditions

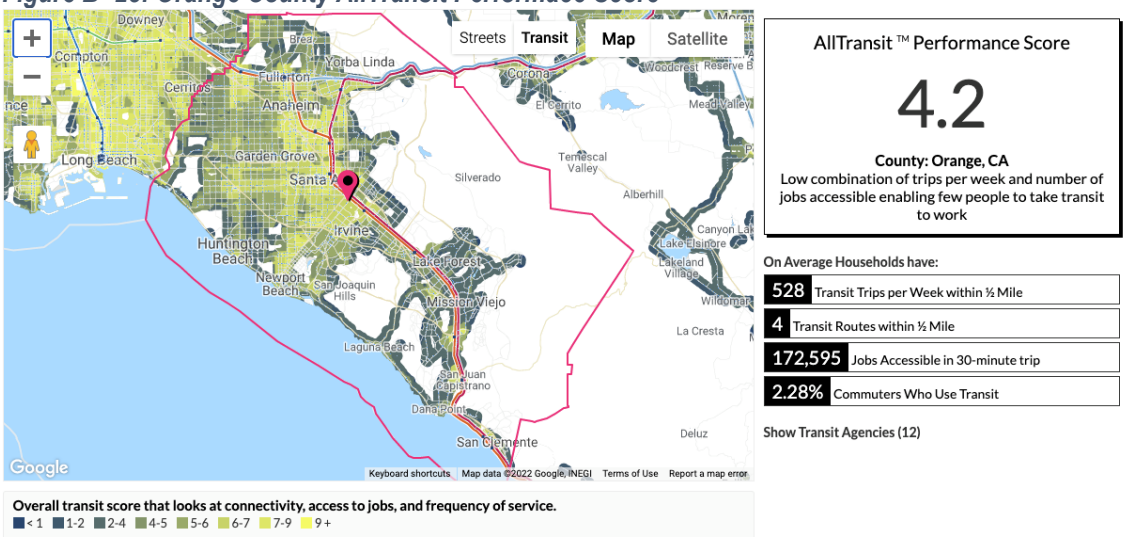
Although transportation is not a component of the TCAC/HCD Opportunity Map score, transportation factors can be an important indicator of access to opportunity. Accessibility to an efficient and extensive public transportation network allows for greater access to jobs. Additionally, transportation costs can be high for households with limited access to public transportation and the need to commute a great distance by car. AllTransit is an online data resource which compiles data related to the social and economic impacts of transit. Specifically, the AllTransit Performance Score includes metrics for connectivity, access to jobs, and frequency of service to generate a score between 1 and 10 (with 10 being the best). Both Orange County and Cypress received an AllTransit Performance Score of 4.2. Both Cypress and Orange County have great access to jobs within a 30-minute trip; however, transit usage is low with just 1.65% of Cypress commuters and 2.28% of Orange County commuters using transit. The steep topography and limited road access in some areas of the County limits public transit accessibility in these areas. However, by comparison, Cypress is located in a well connected area of the County, indicating a future potential for increase and expansion of transportation services would be beneficial. Currently, the highest frequency bus route through Cypress is located along the Lincoln Avenue corridor, a primary consideration in the placement of opportunity sites along this corridor.

Figure B- 27: Cypress AllTransit Performance Score



Source: AllTransit, alltransit.cnt.org, accessed August 2021.

Figure B- 28: Orange County AllTransit Performace Score



B.3.5. DISPROPORTIONATE HOUSING NEEDS

The AFFH Rule Guidebook defines disproportionate housing needs as a condition in which there are significant disparities in the proportion of member of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area (24 C.F.R. § 5.152). The following analysis of disproportionate housing needs assesses cost burden, severe cost burden, overcrowding, and substandard housing.

COST BURDEN

The Comprehensive Housing Affordability Strategy (CHAS) dataset developed by the Census Bureau for HUD provides detailed information on housing needs by income level for different household types. Housing problems considered in the CHAS dataset include:

- Housing cost burden, including utilities, exceeding 30 percent of gross income;
- Severe housing cost burden, including utilities, exceeding 50 percent of gross income;
- Overcrowded conditions (housing units with more than one person per room); and
- Units with physical defects (lacking complete kitchen or bathroom)

REGIONAL TRENDS

Table B- 14 provides information on housing problems and cost burden by race/ethnicity for Cypress and Orange County. In Orange County, 45 percent of households have one or more housing problem and 41 percent of households have a housing cost burden. Renter householdes are more likely to have a housing problem and/or be cost burdened. When cost burden is considered by race and Hispanic origin, minority households that own their home do not appear to have higher rates of overpayment than White households. White and Black renter households have the lowest rates of cost burden; however, rates are still high at 49 percent and 48 percent, respectively. Hispanic/Latino households have the highest rates of housing problems and cost burden for both owner and renter households.

Elderly and large households may also be subject to disproportionate housing problems. As shown in Table B- 15, elderly and large renter households have higher rates of overpayment than renter households as a whole. Owner occupied elderly and large households in the County have similar rates of overpayment as other owner households.

LOCAL TRENDS AND THE SITES INVENTORY

Overall, Cypress residents experience overpayment and other housing problems at a lower rate than the County. However, the rates of overpayment for renter households are higher in Cypress compared to the county (59 percent versus 53 percent). Independent of race, renter households in Cypress experiencing housing problems and cost burden at significantly higher rates than owner households. When considering housing problems and cost burden by race/ethnicity, the data does not show any strong trends suggesting that one group is disproportionately burdened compared to others. For example, 100 percent of Pacific Islander renter householders are cost burdened; however, just 17 percent of Pacific Islander owner households are cost burdened, the lowest of all groups.

Table B- 14: Housing Problems by Race/Ethnicity (Cypress and Orange County)

	White	Black	Asian	American Indian	Pacific Islander	Hispanic	Other	All
Cypress								
With One or More Housing Problem								
Owner	27%	40%	34%	20%	17%	36%	23%	30%
Renter	43%	39%	59%	75%	100%	53%	33%	50%
All Households	31%	40%	43%	57%	29%	43%	26%	37%
With Cost Burden (>30%)								
Owner	26%	24%	30%	20%	17%	34%	23%	28%
Renter	79%	38%	52%	75%	100%	44%	38%	59%
All Households	39%	33%	38%	57%	29%	38%	28%	38%
Orange County								
With One or More Housing Problem								
Owner	30%	36%	37%	29%	27%	46%	34%	34%
Renter	51%	53%	58%	61%	60%	73%	56%	60%
All Households	38%	48%	45%	45%	47%	62%	45%	45%
With Cost Burden (>30%)								
Owner	30%	34%	33%	23%	28%	36%	32%	31%
Renter	49%	48%	51%	54%	52%	60%	51%	53%
All Households	36%	44%	40%	39%	42%	51%	41%	41%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2013-2017 ACS, 2020.
Note: Data presented in this table are based on special tabulations from sample Census data. The number of households in each category usually deviates slightly from the 100% total due to the need to extrapolate sample data out to total households. Interpretations of these data should focus on the proportion of household in need of assistance rather than on precise numbers.

Table B- 15 shows that large renter households are significantly more likely to be cost burdened compared to all renter households (79 percent versus 59 percent). The rate of overpayment for large renter households was also significantly higher in the City when compared to the County. This suggests a greater need for more affordable rental units big enough to accommodate large households. Elderly owner households appear to be disproportionately impacted by overpayment with 41 percent of elderly households cost burdened, compared to 28 percent of all owner households.

Table B- 15: Cost Burden by Household Type (Cypress and Orange County)

	Renter Households			Owner Households		
	Elderly Households	Large Households	All Renter Households	Elderly Households	Large Households	All Owner Households
Cypress						
With Cost Burden (>30%)	48%	79%	59%	41%	29%	28%
Orange County						
With Cost Burden (>30%)	62%	57%	53%	33%	30%	31%

Source: HUD Comprehensive Housing Affordability Strategy (CHAS), 2013-2017 ACS, 2020.
Note: Data presented in this table are based on special tabulations from sample Census data. The number of households in each category usually deviates slightly from the 100% total due to the need to extrapolate sample data out to total households. Interpretations of these data should focus on the proportion of household in need of assistance rather than on precise numbers.

As illustrated by Table B- 14 and Table B- 15, renter households experience higher rates of overpayment when compared to owner households. Figure B- 29 and Figure B- 30 provide renter overpayment rates for 2014 and 2019 to provide a comparison over time. As shown on the maps, the rates of overpayment have increased within Tract 1101.17 on the east side of the City. However, renter overpayment has decreased significantly within Tract 1101.14 (generally bounded by Cerritos Ave. and Ball Rd.).

Rates of owner household overpayment are illustrated in Figure B- 31. For owner households, overpayment rates ranged from 20 to 40 percent for the majority of the City. Overpayment rates tend to be higher (ranging from 40 to 60 percent) in the northern and western portions of the City.

Figure B- 29: Cost Burdened Renters (2014)

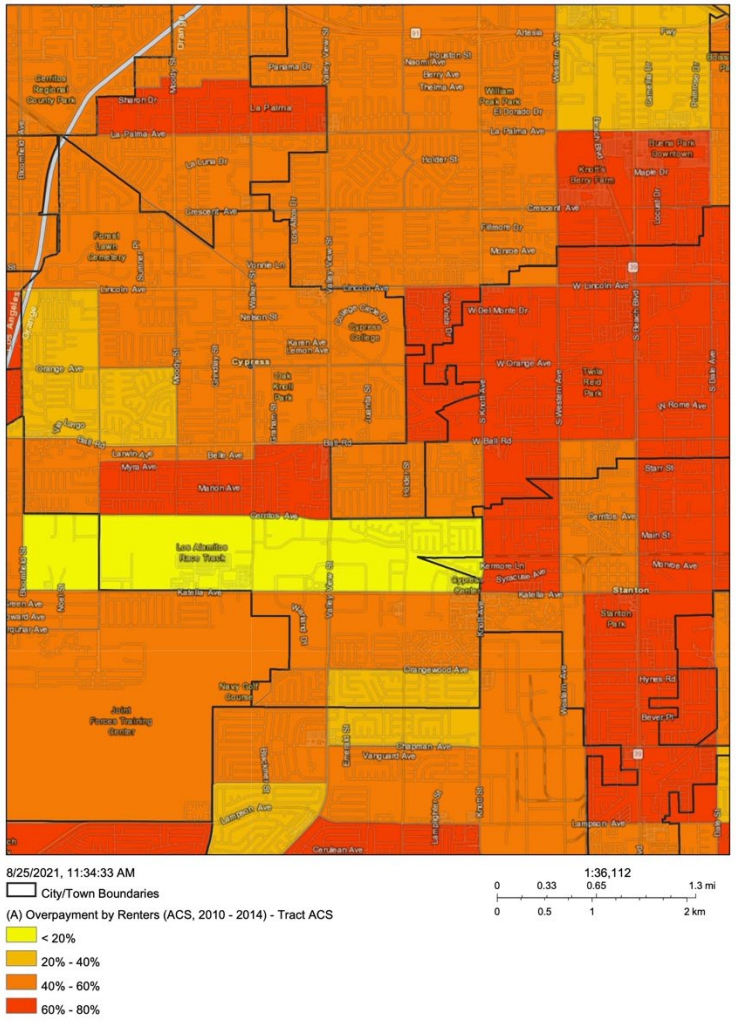


Figure B- 30: Cost Burdened Renters (2019)

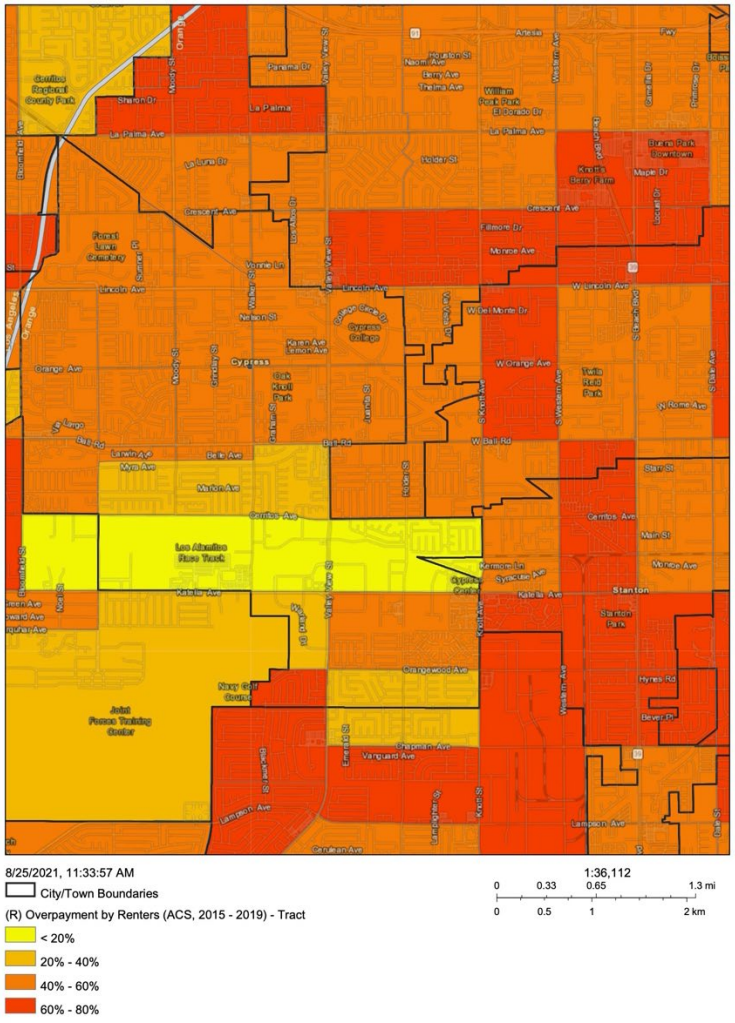
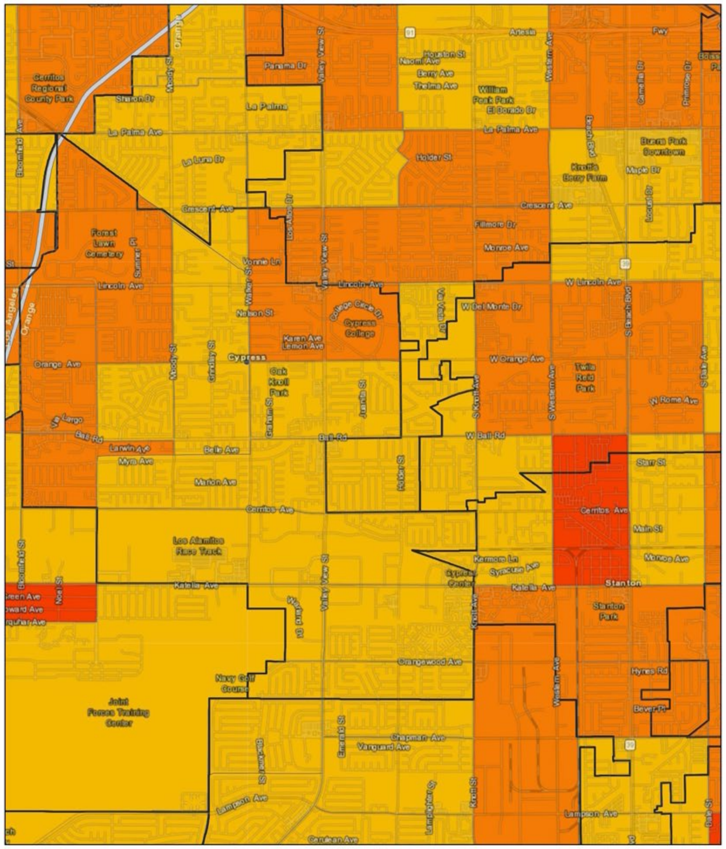


Figure B- 31: Cost Burdened Owners (2019)



8/25/2021, 11:35:36 AM

City/Town Boundaries

(R) Overpayment by Home Owners (ACS, 2015 - 2019) - Tract

- 20% - 40%
- 40% - 60%
- 60% - 80%

1:36,112

0 0.33 0.65 1.3 mi

0 0.5 1 2 km

County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

CA HCD

Figure B- 32 and Table B- 16 show the distribution of RHNA units by the population of cost burdened renters by tract. As discussed previously, the City is comprised of mostly tracts where 20 to 40 percent of owners are cost burdened with some areas in the northern and western sections of the City where 40 to 60 percent of owners are cost burdened. Consistent with this trend, most RHNA units in both sites inventory Alternatives are located in tracts where only 20 to 40 percent of owners are cost burdened (71.9 percent in Alternative 1 and 58.9 percent in Alternative 2). In both cases, a larger proportion of lower income units (43.1 percent in Alternative 1 and 64 percent in Alternative 2) are in tracts where more owners are cost burdened compared to moderate and above moderate income units. In both Alternative 1 and 2, all above moderate income units are in tracts where less than 40 percent of owners overpay for housing. While there are more lower income units in the northern areas where cost burdened owner-occupied households are more prevalent, new affordable housing in these areas could be beneficial These areas have been identified as High Resource areas (see Figure B- 17) and have access to the primary public transportation route through the City, as well as convenient access to other services located on Lincoln Avenue. Additionally, a substantial proportion of lower income units are also located in tracts where less than 40 percent of owners are cost burdened and are generally distributed throughout Cypress.

Table B- 16: RHNA Unit Distribution by Population of Cost Burdened Owners

Percent Cost Burdened Owners	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-40%	1,195	56.9%	918	86.0%	588	100.0%	2,701	71.9%
40-60%	905	43.1%	149	14.0%	0	0.0%	1,054	28.1%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-40%	777	36.0%	994	83.5%	495	100.0%	2,266	58.9%
40-60%	1,382	64.0%	197	16.5%	0	0.0%	1,579	41.1%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

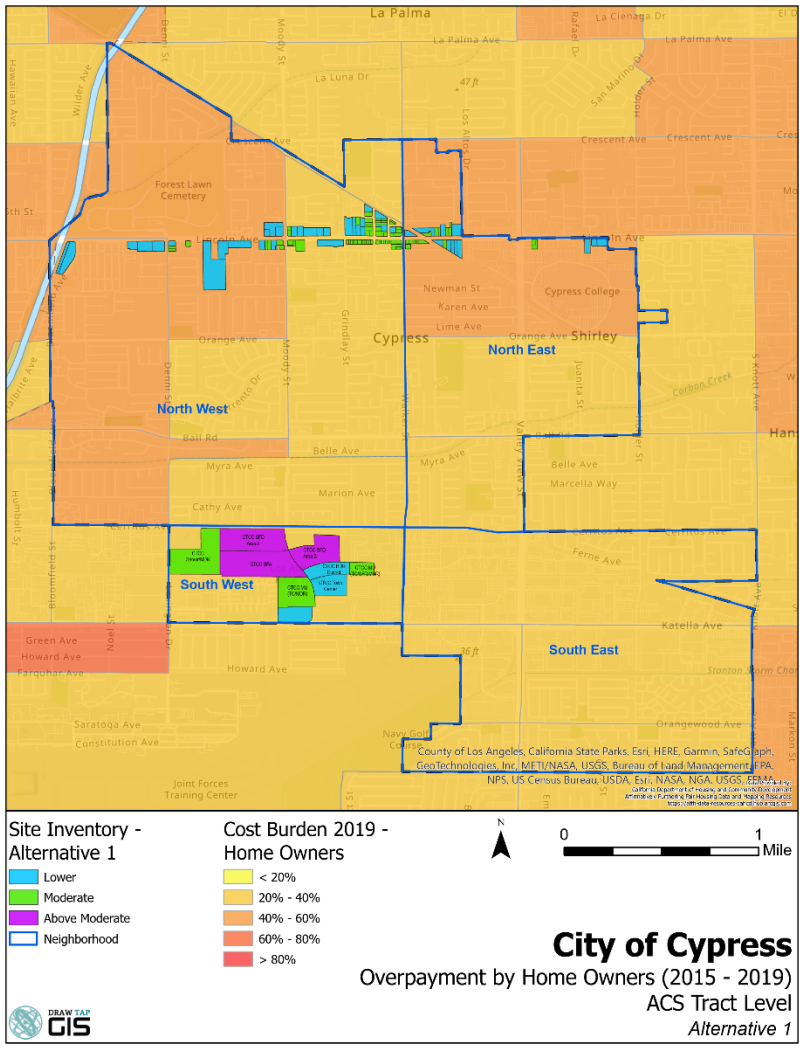
Figure B- 33 and Table B- 17 show the distribution of RHNA units by proportion of cost burdened renters at the tract level. As described previously, most tracts in the City have populations of cost burdened renters ranging from 40 to 60 percent. There is one area in the City where less than 20 percent of renters are cost burdened. Though only a small proportion of the City has a concentration of overpaying renters smaller than 20 percent, a significant proportion of RHNA units are located in this tract (56.2 percent in Alternative 1 and 37.3 percent in Alternative 2). Placing RHNA units in this section of the City ensures lower income units will not be concentrated in an area where cost burden is already prevalent. Though a larger proportion of lower income units are in tracts where 40 to 60 percent of renters overpay for housing (58.4 percent in Alternative 1 and 85.1 percent in Alternative 2) compared to moderate and above moderate income units, this pattern generally follows the citywide trend. The City also does not exclusively place lower income units in these tracts. Further, the addition of lower income units in these areas may provide additional housing options for households that are currently cost burdened. As discussed above, various opportunities and resources are highly accessible in the northern area of the City, where many lower income units are located.

Table B- 17: RHNA Unit Distribution by Population of Cost Burdened Renters

	Lower Income Units	Moderate Income Units	Above Moderate Income Units	Total Units

Percent Cost Burdened Renters	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
< 20%	874	41.6%	650	60.9%	588	100.0%	2,112	56.2%
20-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40-60%	1,226	58.4%	417	39.1%	0	0.0%	1,643	43.8%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
< 20%	321	14.9%	650	54.6%	465	93.9%	1,436	37.3%
20-40%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
40-60%	1,838	85.1%	541	45.4%	30	6.1%	2,409	62.7%
60-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
> 80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 32: Cost Burdened Owners and Distribution of RHNA Units



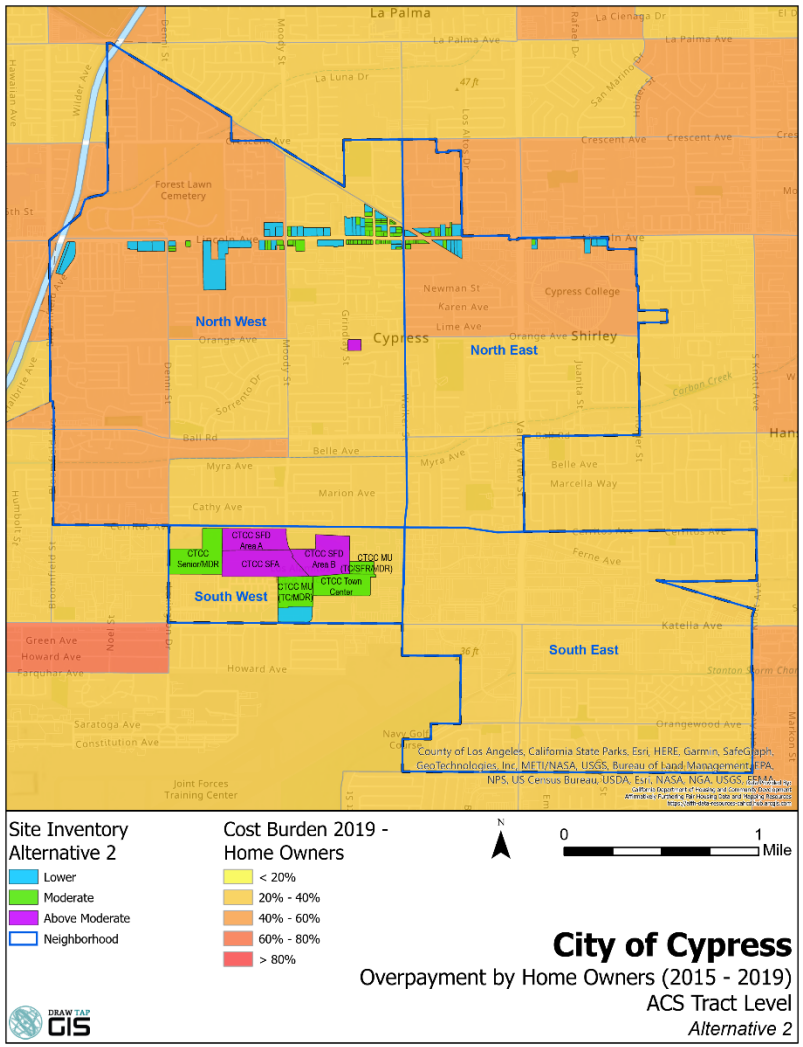
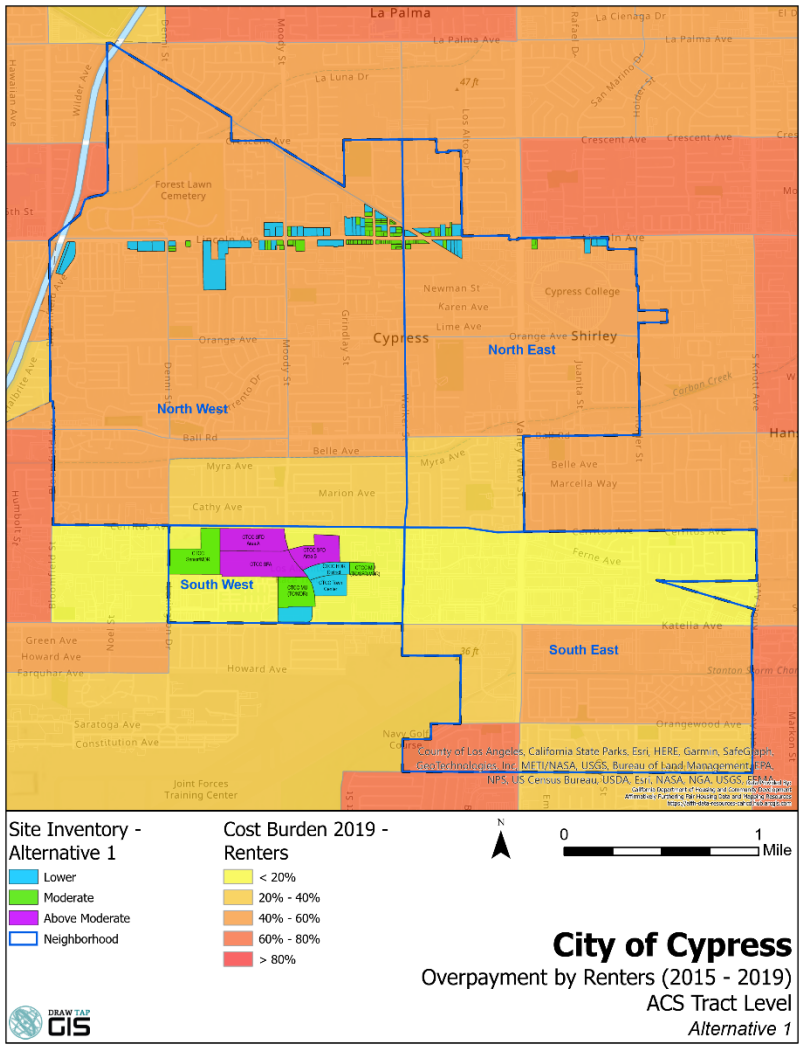
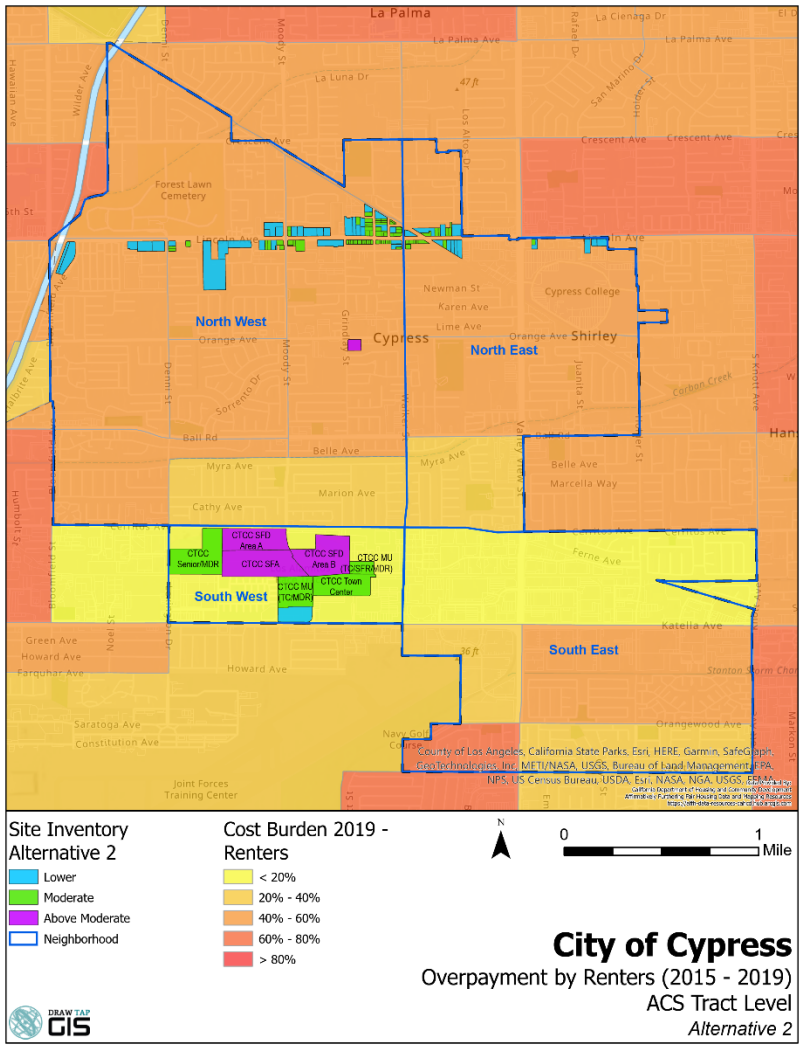


Figure B- 33: Cost Burdened Renters and Distribution of RHNA Units





OVERCROWDING

REGIONAL TRENDS

Overcrowding is defined as housing units with more than one person per room (including dining and living rooms but excluding bathrooms and kitchen). According to the 2014-2018 ACS, nearly 9 percent of Orange County households are overcrowded. Renter households are significantly more likely to experience overcrowding (16 percent of renter households compared to 3 percent of owner households). illustrates rates of overcrowding for Cypress and the surrounding region. Rates of overcrowding in Cypress are generally similar to coastal communities in Orange County, which tend to have lower rates of overcrowding than neighboring inland communities. Regionally, overcrowding rates are highest in Santa Ana, and to a lesser extent, Garden Grove and Anaheim.

LOCAL TRENDS AND THE SITES INVENTORY

According to the 2014-2018 ACS, approximately 4.6 percent of Cypress households were overcrowded, with overcrowding occurring at higher rates for renter occupied units (8.7 percent) than for owner occupied units (2.5 percent). Rates of overcrowding are lower in Cypress when compared to the County. shows that within Cypress, one tract (Tract 1101.10) has higher rates of overcrowding compared to the rest of the City. In this area, which is generally bounded by Walker St. to the west, City limits to the east and north, and Orange Ave. to the South, 11.2 percent of households are overcrowded, which is higher than both the City and County rates.

Figure B- 35 and Table B- 18 show the distribution of RHNA units by population of overcrowded households at the tract level. As discussed previously, the northeast area of the City has a higher concentration of overcrowded households compared to the remainder of the City. Consistent with the citywide trend, in both Alternatives, most RHNA units are in tracts where less than 8.2 percent of households, the statewide average, are overcrowded (91 percent in Alternative 1 and 82.8 percent in Alternative 2). In both scenarios, all above moderate income units are in tracts where less than 8.2 percent of households are overcrowded. There is a larger proportion of lower and moderate income units in the area where 11.2 percent of households are overcrowded in both Alternative 1 (11.5 percent and 9.2 percent, respectively) and Alternative 2 (23.9 percent and 12.3 percent, respectively). However, additional units in this section of the City, specifically lower and moderate income units, may mitigate overcrowding in the area. Further, the City does not place lower or moderate income units in this tract exclusively.

Table B- 18: RHNA Unit Distribution and Overcrowded Households

Percent Overcrowded Households	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
<8.2%	1,859	88.5%	969	90.8%	588	100.0%	3,416	91.0%
8.2-12%	241	11.5%	98	9.2%	0	0.0%	339	9.0%
12-15%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
15-20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
<8.2%	1643	76.1%	1045	87.7%	495	100.0%	3183	82.8%
8.2-12%	516	23.9%	146	12.3%	0	0.0%	662	17.2%
12-15%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
15-20%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
20-80%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Total Units	2,159		1,191		495		3,845	

Figure B- 34: Overcrowded Households (Region)

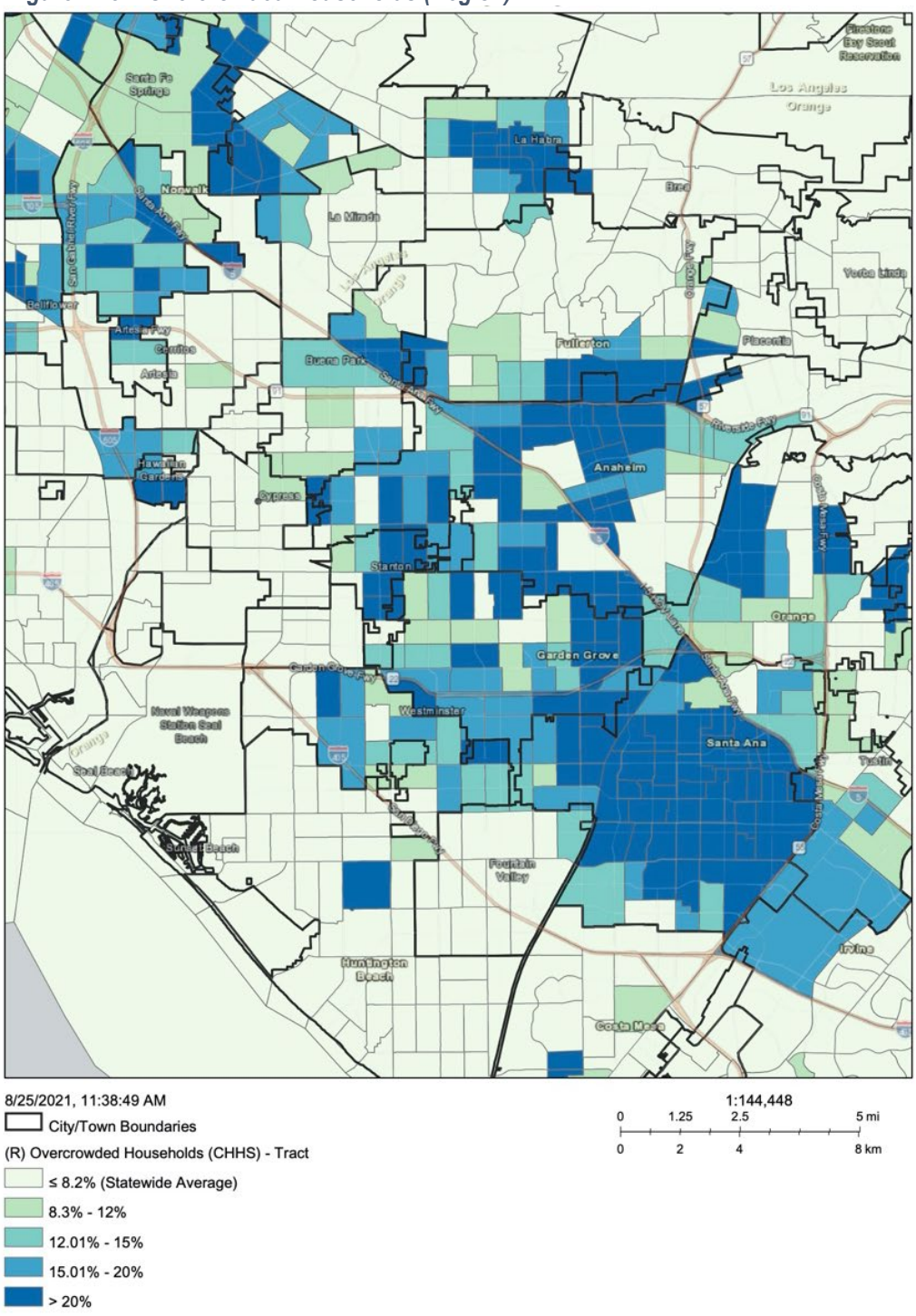
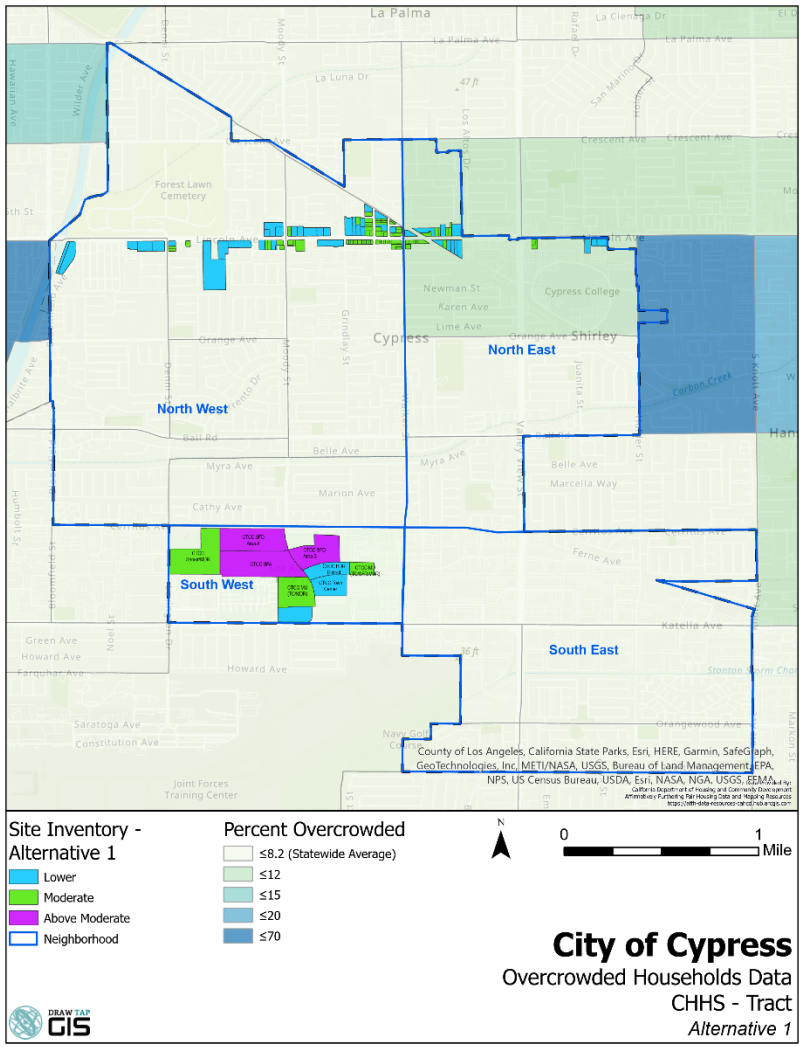
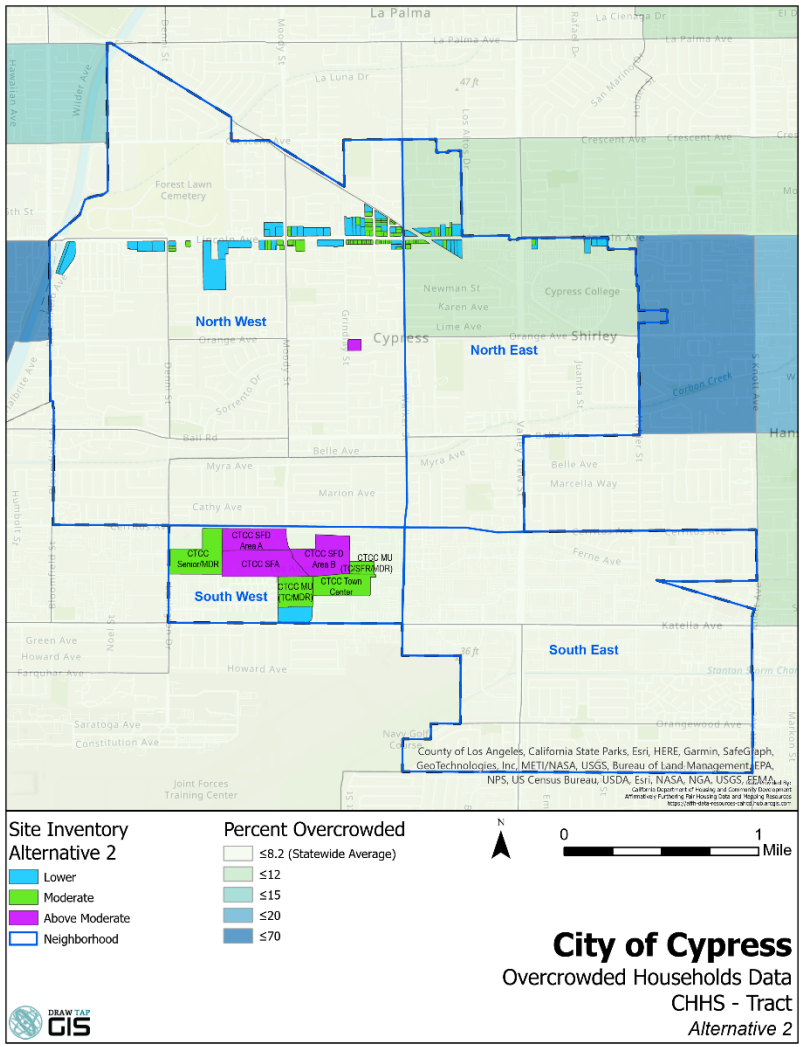


Figure B- 35: Overcrowded Households and Distribution of RHNA Units

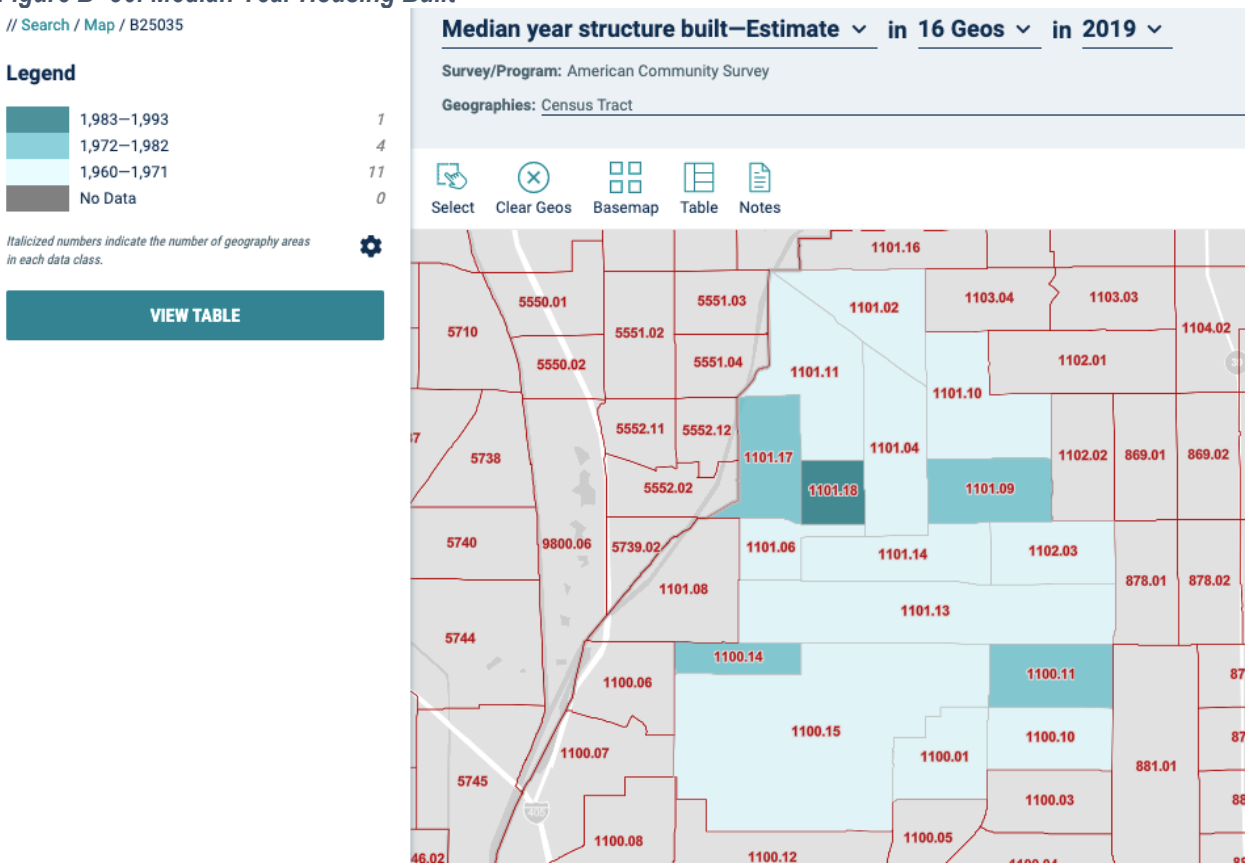




SUBSTANDARD CONDITIONS

Housing that is 30 years or older is assumed to require some rehabilitation. Features such as electrical capacity, kitchen fixtures, and roofs typically need updating if no prior replacement work has been completed. Overall, Cypress' housing stock is slightly older than that of the County as a whole. The median year built for structures in Cypress is 1970, compared to 1976 in Orange County. As discussed in the Housing Needs Assessment section, over 80 percent of Cypress' housing units were built prior to 1980. An additional 15 percent of units were built between 1980 and 1999, and will be over 30 years of age by the end of the planning period. However, the City's Code Enforcement Division estimates that only about three percent of code enforcement cases involve substantial health and safety violations, indicating the overall condition of the housing stock is good in relation to its age. Figure B- 35 maps the median year built for housing by Census tract in the City. For the majority of Census tracts, the median year built for housing was between 1960 and 1971.

Figure B- 36: Median Year Housing Built



Source: U.S. Census Bureau, American Community Survey (ACS), 2015-2019 (5-year estimates).

DISPLACEMENT RISK

UCLA's displacement project defines residential displacement as "the process by which a household is forced to move from its residence – or is prevented from moving into a neighborhood that was previously accessible to them because of conditions beyond their control." As part of this project, the UCLA team has identified populations vulnerable to displacement (reffered to as "sensitive communities") in the event of increased redevelopment and drastic shifts in housing costs. Vulnerability is defined based on the share of low income residents per tract and other criteria including: 1) the share of renters is above 40 percent; 2) the share of people of color is more than 50 percent; 3) the share of low income households severely rent burdened; and, 4) proximity to displacement pressures. Displacement pressures were defined based on median rent increases and rent gaps.

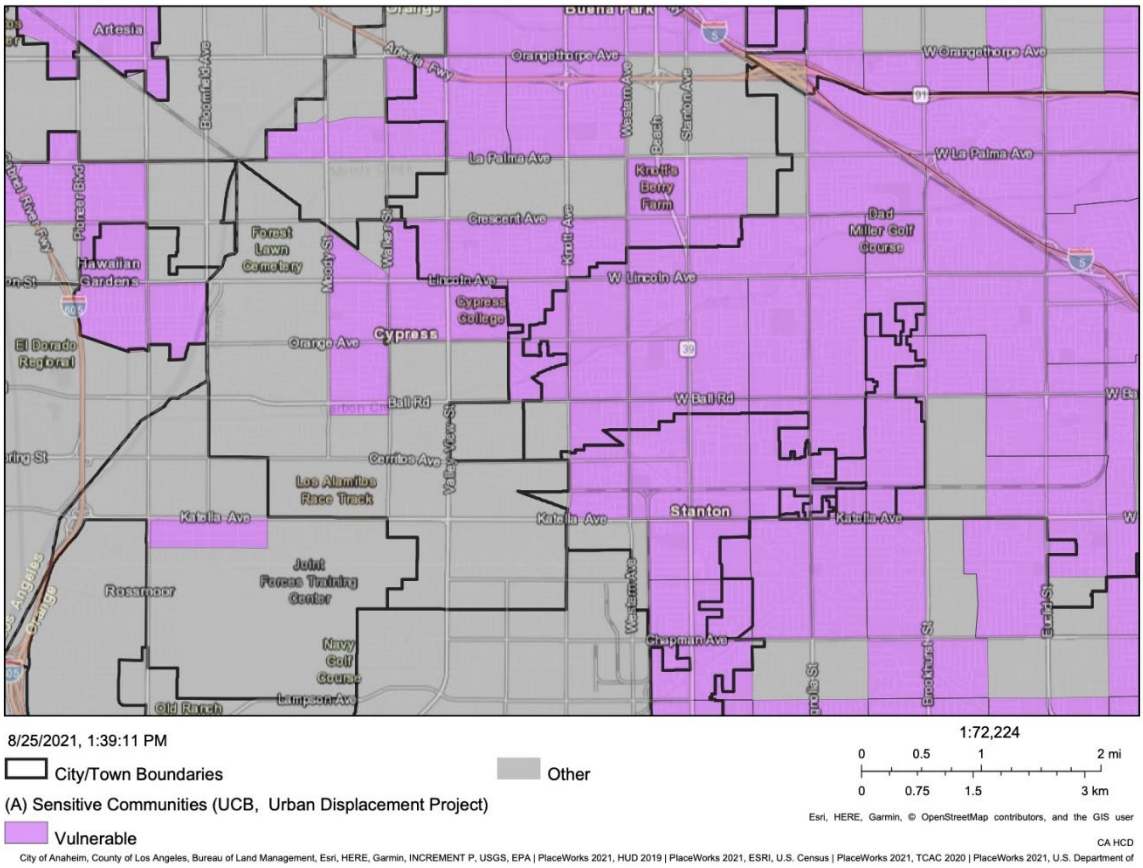
Based on this methodology, two Census tracts with the City of Cypress have been identified as vulnerable to displacement (Tracts 1101.10 and 1101.04). Tract 1101.04 has a higher concentration of minority population than much of the City, as previously noted. Additional sensitive communities are located to the east of the City, within the jurisdictions of Stanton and Anaheim, as well as to the north in Buena Park.

Table B- 19 shows the distribution of RHNA units by sensitive community at risk of displacement. In Alternative 1, 24.7 percent of RHNA units are in one of the two identified sensitive communities at risk of displacement compared to 38.8 percent in Alternative 2. A larger proportion of lower income units are located in sensitive communities in Alternative 2 (45 percent) compared to Alternative 1 (26.8 percent). However, Alternative 2 also places a larger proportion of moderate and above moderate income units in sensitive communities. There are several sites identified in tract 1101.04 that can accommodate lower income units. While this area is identified as a community at risk of displacement, it has also been identified as a high resource area. Both scenarios concentrate lower and moderate income units in sensitive communities at a rate exceeding above moderate income units. However, the City's sites strategy does not place lower or moderate income units in these communities exclusively. Further, lower income units may serve existing and future households residing in this area and reduce displacement risk.

Table B- 19: RHNA Unit Distribution and Communities at Risk of Displacement

At Risk of Displacement	Lower Income Units		Moderate Income Units		Above Moderate Income Units		Total Units	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Alternative 1								
At Risk	562	26.8%	366	34.3%	0	0.0%	928	24.7%
Not At Risk	1,538	73.2%	701	65.7%	588	100.0%	2,827	75.3%
Total Units	2,100		1,067		588		3,755	
Alternative 2								
At Risk	972	45.0%	490	41.1%	30	6.1%	1,492	38.8%
Not At Risk	1,187	55.0%	701	58.9%	465	93.9%	2,353	61.2%
Total Units	2,159		1,191		495		3,845	

Figure B- 37: Sensitive Communities



B.3.6. OTHER RELEVANT FACTORS

LENDING PATTERNS

Equal access to credit for the purchase or improvement of a home is a key aspect of fair housing choice. In the past, credit market distortions and other activities, such as "redlining" were prevalent and prevented some groups from having equal access to credit. The Community Reinvestment Act (CRA) of 1977 and subsequent Home Mortgage Disclosure Act (HMDA) were intended to improve access to credit for all groups and hold lenders responsible for community lending. Under the HMDA, lenders are required to disclose information on the disposition of home loan applications and the race, gender, and annual income of loan applicants.

When compared to the overall population, all groups with the exception of Pacific Islanders and those categorized as "Other" appear to be underrepresented in the applicant pool. There may be a discrepancy between the ACS and the HMDA data in what is included within the "Other" category. The overall denial rate for applicants within Cypress is 13 percent. Denial rates for White, Black, Hispanic, and Asian applicants are generally consistent with this rate. However, denial rates for Native American and Pacific Islander applicants are significantly higher, at 40 and 29 percent, respectively.

Table B- 20: Loan Applications and Denial by Race/Ethnicity

Race/Ethnicity	% Applicant Pool	% Population	Denial Rate
White	48%	55%	12%
Black	2%	5%	15%

Hispanic	9%	20%	14%
Asian	29%	38%	10%
Native American	<1%	2%	40%
Pacific Islander	2%	1%	29%
Other	19%	6%	17%
		Overall Denial Rate	13%

Sources: www.lendingpatterns.com, 2017; U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates).
Note: Applicant pool and population columns do not sum to 100% because persons of Hispanic ethnicity may also identify with one or more races. Differences in what is included in the "other" category for the ACS and the HMDA data may also create discrepancies between the applicant pool and population columns.

GOVERNMENTAL CONSTRAINTS FOR SPECIAL NEEDS HOUSING

The populations of special needs groups in Cypress are very similar proportionally to the County (see Table B- 19). Senior-headed households make up the largest special needs group in the City, comprising 26 percent of all households. Large households are also a significant component of the population, making up 13 percent of all households. Persons with disabilities make up 10 percent of the total population, many of whom are also seniors (see Section **Error! Reference source not found.** of the Needs Assessment).

Governmental constraints related to non-compliance with state laws aimed at reducing the barriers to development of housing types such as ADUs, transitional and supportive housing, and more can hinder housing choice for special needs populations. Further discussion regarding these constraints can be found in the Housing Constraints section of this Technical Report (Section **Error! Reference source not found.**). Further, programs have been included in the Housing Programs of the Housing Element to address these constraints.

Table B- 21: Special Needs Populations

Special Needs Group	Cypress (% of Total)	Orange County (% of Total)
Senior-headed Households	26%	26%
Seniors Living Alone	8%	9%
Single-Parent Households	8%	7%
Female Single-Parent Households	6%	5%
Large Households (5+ members)	13%	14%
Agricultural Workers	<0.1%	0.2%
Persons with Disabilities	10%	9%
Homeless	0.1%	0.2%

Sources: U.S. Census Bureau, American Community Survey (ACS), 2014-2018 (5-year estimates); 2019 City and County homelessness point-in-time counts processed by SCAG.

B.3. SUMMARY OF POTENTIAL IMPACTS OF THE SITES INVENTORY

As previously described, the Alternative 1 and Alternative 2 sites inventories focus new housing opportunities primarily within the Lincoln Avenue Specific Plan and the Cypress Town Center and Commons Specific Plan 2.0 (CTCC). Alternative 1 has been identified by the City as the superior Alternative because it allows for additional lower and moderate income units to be placed in the CTCC, thereby spreading out more evenly throughout the City. However, both sites inventories will affirmatively further fair housing when coupled with the rezoning programs (Programs 12 and 14 of the Housing Element) and the meaningful actions described below.

The majority of the Lincoln Avenue Specific Plan area is within a High Resource area according to the HCD/TCAC Opportunity Maps. One section on the eastern portion of the corridor (block group 1101.10) has a TCAC designation of Moderate Resource (rapidly changing) and has a higher proportion of lower and moderate income households than

elsewhere in the City. In Alternative 2, the highest densities on Lincoln Avenue (60 du/ac) were designated within the this area, including a significant number of lower income sites. However, location of higher densities and lower income units in this area was strategic in order to: 1) provide additional affordable housing options near Cypress College to lower income students; and 2) to further incentivize private investment and revitalization of this area. This area is ideal for new housing for a variety of factors, including convenient access to the OCTA bus line, and walking distance to Cypress College and nearby grocery stores and other services.

Two block groups along the Lincoln Avenue corridor were identified in the analysis as having higher concentrations of minority populations (block groups 1101.043 and 1101.173). In both areas, minorities make up approximately 85 percent of the population, compared to 62 percent citywide. These areas contain a small minority of the identified RHNA units (9 percent in Alternative 1 and 17 percent in Alternative 2). Additionally, both of these areas have been identified on the TCAC Opportunity Maps as high resource areas. Therefore, it is not anticipated that the sites inventory would have negative fair housing impacts in these areas.

While the CTCC is within a Moderate Resource area, for Alternative 2, there are no lower income units designated within the CTCC. For Alternative 1, about 550 units of the total 1,930 units identified within the CTCC would be lower income. With this mix of income levels in the CTCC, lower income units are not being concentrated within a specific area. Additionally, with the new development already occurring within the CTCC and adjacent to the CTCC, identification of opportunity sites in this area will likely contribute to the revitalization of this area. Additionally, Lexington Park, a new 9-acre park in the northwest corner of the CTCC was recently completed, adding to the recreational opportunities for residents in this area.

As previously noted, due to limited availability of vacant land in Cypress, both sites inventory alternatives focus on underutilized commercial properties to accommodate the RHNA. One major benefit of this approach is that the potential for residential displacement is limited. No multi-family properties and just five single family residences were identified for development within the sites inventory. Program 6 of the Housing Element includes provisions for replacement of protected units pursuant to AB 1397. Displacement of small businesses located on Lincoln Avenue is a potential concern as redevelopment occurs; however, small business outreach has been included as a meaningful action as discussed in the previous section.

The City's sites inventory is further described in Table B- 22 and Table B- 23 by neighborhood and AFFH variable. Both Alternatives are shown by neighborhood and income level distribution in Figure B- 38.

ALTERNATIVE 1

As discussed previously, Alternative 1 places over a third of RHNA units in the North West neighborhood Additionally, nearly half of the 2,100 lower income units allocated in Alternative 1 (985 units) are located in the North West neighborhood. This area of the City is a high resource area with non-White populations ranging from 57.6 percent to 86 percent and LMI household populations ranging from 38.1 percent to 46.6 percent. Non-White populations and LMI household concentrations in this neighborhood are generally consistent with trends citywide. None of the tracts in the North West area have proportions of overcrowded households exceeding the statewide average of 8.2 percent. The North West neighborhood has slightly larger populations of cost burdened owners and renters compared to the remainder of the City. There is one tract that is considered a sensitive community at risk of displacement. A total of 589 units have been allocated in this area, including 321 lower income units and 268 moderate income units.

The tract in the North East neighborhood where RHNA units have been allocated has also been identified as a sensitive community at risk of displacement. The North East tract is also an LMI area where 55.7 percent of households are low or moderate income and has the highest concentration of overcrowded households (11.2 percent).

All above moderate income units are located in the South West neighborhood. However, the strategy does not exclusively place above moderate income units in this area. The South West neighborhood also contains 874 lower

income units and 650 moderate income units, ensuring a variety of housing types are available to new and existing residents. This neighborhood has a relatively low concentration of overcrowded households, cost burdened households, and LMI households.

While the City's strategy does concentrate lower and moderate income units in the North East and North West neighborhoods, sites in this area provide additional affordable housing options near Cypress College to lower income students and incentivize private investment and revitalization in this area. As discussed above, this area is ideal for new housing for a variety of factors, including convenient access to the OCTA bus line, and walking distance to Cypress College and nearby grocery stores and other services. Further, this area of the City has been identified as a high resource and moderate resource (rapidly changing) area where new households will have sufficient access to opportunities and resources. The City's RHNA strategy does not exacerbate existing conditions related to fair housing.

ALTERNATIVE 2

Alternative 2 places a higher concentration of units in the North West neighborhood compared to Alternative 1 (see discussion above for detailed discussion on North West neighborhood). Approximately 45 percent of all units allocated under Alternative 2, including 61.2 percent of lower income units, are in the North West neighborhood. While this does place more units in the high resource area, it distributes fewer units to other areas of the City. Alternative 2 also places more units in the North East neighborhood but fewer in the South West neighborhood compared to Alternative 1 (see discussion above for detailed discussion on North East and South West neighborhoods).

Like Alternative 1, Alternative 2 allocates a variety of unit types, 321 lower, 650 moderate, and 465 above moderate income units, in the South West neighborhood. This strategy ensures lower income units are not concentrated in the moderate resource area and promotes mixed income communities.

Though Alternative 2 also allocates more lower and moderate income units in the North East and North West neighborhoods, this section of the City has highly accessible opportunities and resources. As discussed previously, additional housing in these neighborhoods, specifically lower and moderate income units, can serve existing populations residing in this area, including students. The City's RHNA strategy ensures lower income units are distributed amongst tracts where the prevalence of fair housing issues is variable. This strategy serves existing at risk populations but limits the concentration of lower income units in LMI areas and communities at risk of displacement.

Overall, neither Alternative 1 or 2 leads to a concentration of lower income units in a lower resource area. With a range of densities and opportunity site sizes, units for various income levels are likely to be distributed well throughout the City. Further, the City is committed to meaningful actions which direct resources to moderate resource areas and mitigate the risk of displacement for vulnerable communities.

Table B- 22: Alternative 1 RHNA Unit Distribution by Neighborhood and AFFH Variable

Tract	# of HHs in Tract	Total Capacity	Income Distribution			TCAC Opp. Category	% Non-White	% LMI HHs	% Over-crowded HHs	% Owner Cost Burden	% Renter Cost Burden	At Risk of Displace-ment?
			Lower	Moderate	Above Moderate							
North East												
1101.10	1,814	339	241	98	0	Moderate (RC)	65.2% - 79.4%	55.7%	11.2%	49.7%	48.3%	Yes
North West												
1101.04	1,835	589	321	268	0	High	68.9% - 85.5%	46.6%	6.4%	32.5%	52.6%	Yes
1101.11	1,907	496	445	51	0	High	57.6% - 73.9%	36.6%	2.1%	44.7%	57.3%	No
1101.17	2,074	219	219	0	0	High	59.0% - 86.0%	38.1%	6.9%	42.3%	49.0%	No
South West												
1101.13	710	2,112	874	650	588	Moderate	62.1%	36.7%	0.0%	37.2%	10.1%	No

RC = Rapidly Changing

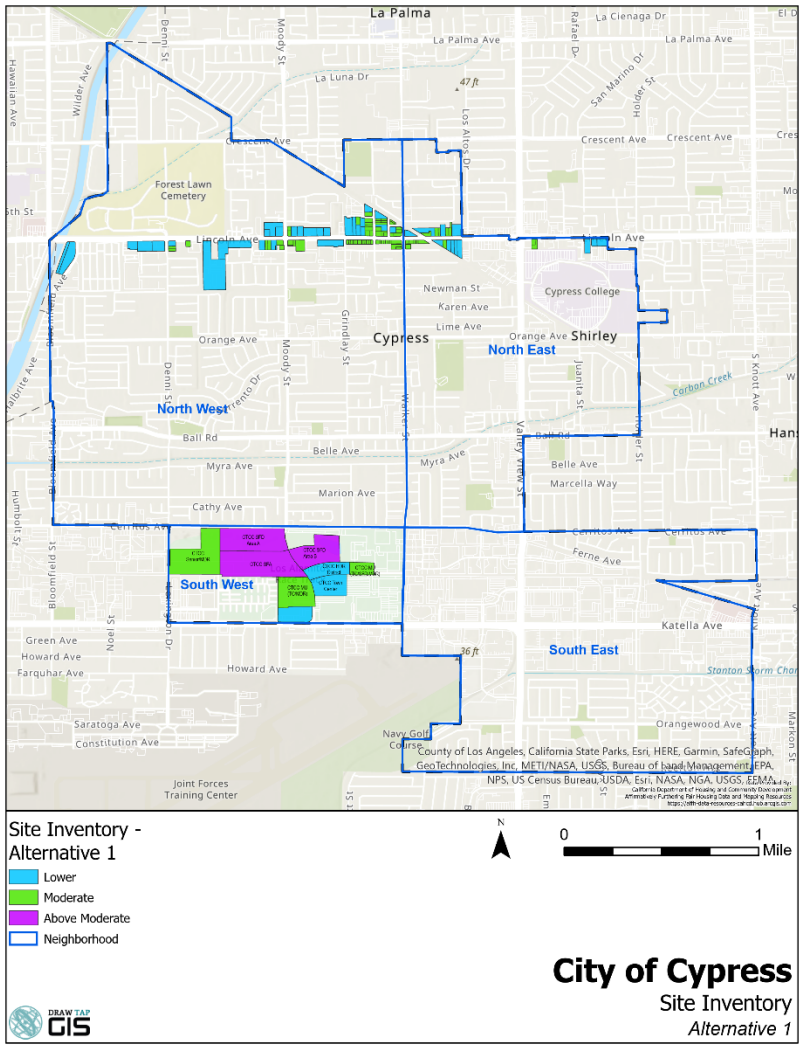
Table B- 23: Alternative 2 RHNA Unit Distribution by Neighborhood and AFFH Variable

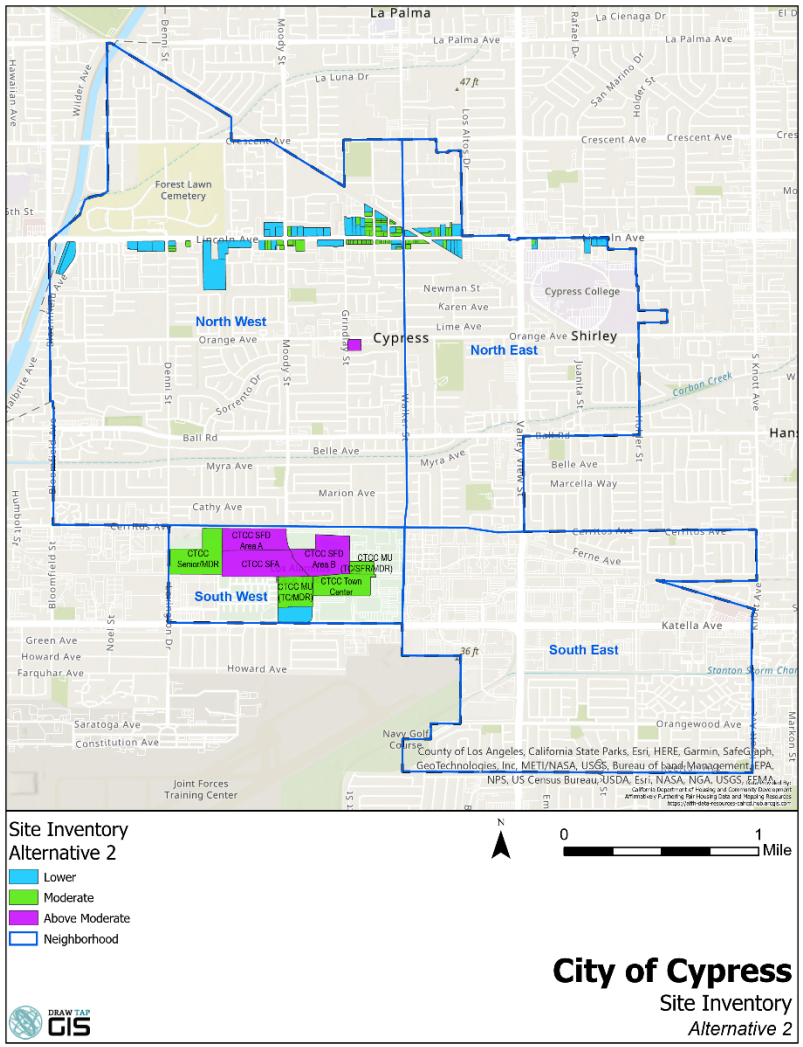
Tract	# of HHs in Tract	Total Capacity	Income Distribution			TCAC Opp. Category	% Non-White	% LMI HHs	% Over-crowded HHs	% Owner Cost Burden	% Renter Cost Burden	At Risk of Displace-ment?
			Lower	Moderate	Above Moderate							
North East												
1101.10	1,814	662	516	146	0	Moderate (RC)	65.2% - 79.4%	55.7%	11.2%	49.7%	48.3%	Yes
North West												
1101.04	1,835	830	456	344	30	High	68.9% - 85.5%	46.6%	6.4%	32.5%	52.6%	Yes
1101.11	1,907	551	500	51	0	High	57.6% - 73.9%	36.6%	2.1%	44.7%	57.3%	No
1101.17	2,074	366	366	0	0	High	59.0% - 86.0%	38.1%	6.9%	42.3%	49.0%	No

South West												
1101.13	710	1,436	321	650	465	Moderate	62.1%	36.7%	0.0%	37.2%	10.1%	No

RC = Rapidly Changing

Figure B- 38: Alternative 1 and Alternative 2 Sites Inventory by Neighborhood





B.4. SUMMARY OF FAIR HOUSING ISSUES, CONTRIBUTING FACTORS, AND MEANINGFUL ACTIONS

B.3.7. INSUFFICIENT LOCAL DATA AND LIMITED OUTREACH

Cypress receives fair housing services from OCFHC as part of the Orange County program. As a non-entitlement City, local City-specific data is unavailable making it difficult for the City to assess the presence of fair housing issues within the community.
Additionally, outreach efforts to make residents aware of fair housing resources available to them have been limited and more proactive efforts are needed. While the City provides information to residents upon request, there is not resource information on the City's website.

Contributing Factors:
- Lack of data due to participation through the County program
- Lack of advertisement of fair housing resources in the City's various media outlets

Meaningful Actions:
- Advocate to receive reports from the Orange County Fair Housing Council that include data specific to the City of Cypress to allow the City to better assess fair housing issues within the community.
- Create an updated webpage on the City's website with information on fair housing rights and resources.
- Publish information about fair housing resources in the City's quarterly newsletter.

B.3.8. VULNERABILITY TO DISPLACEMENT

The analysis found that the northeast portion of the City has been identified as vulnerable to displacement, based on the previously discussed factors. This area has also been identified as a Moderate Resource area on the TCAC/HCD Opportunity Maps. The analysis found a slight concentration of low and moderate income households as well as racial and ethnic minorities within the northeast portion of the City. This also corresponds with a higher proportion of renters than other areas of the City and a greater proportion of multi-family housing.

Opportunity sites have been identified in the northeast portion of the City along Lincoln Avenue. This was a strategic decision on the part of the City to facilitate development of more affordable housing near Cypress College. While the analysis shows that residents of this area are vulnerable to displacement, no sites with multi-family residential housing have been included in the sites inventory; therefore, lowering the risk of displacement. Nonetheless, the City has incorporated meaningful actions to address displacement risk of both residents and businesses.

Contributing Factors:
- Higher proportion of older multi-family housing rental units
- Identification of opportunity sites near Cypress College
- Sensitive communities identified in the northeastern portion of the City
- Concentrations of lower and moderate income households and racial and ethnic minorities

Meaningful Actions:
- Implement requirements for developers to submit an Affirmative Action Marketing Plan for density bonus projects.
- Provide targeted outreach to small businesses located within areas targeted for redevelopment through the City's Economic Development Division.

- Provide educational materials targeted to landlords and tenants to ensure compliance with the Tenant Protection Act of 2018 (AB 1482), including maximum annual rent increases, just cause evictions, and financial compensation requirements to increase housing stability for vulnerable households.

B.3.9. LIMITED HOUSING CHOICE VOUCHER USE

Housing Choice Vouchers (HCVs) are a key component in the provision of affordable housing due to their flexibility in that they allow voucher holders more mobility in housing options. However, use of HCVs has been limited in the City as discussed in the analysis. Additionally, HCV use has been concentrated within the northern portion of the City, particularly Tract 1101.04, where 9 percent of renters utilize an HCV.

Contributing Factors:
- Limited funding/availability of HCVs at the County level
- Limited understanding of regulations surrounding acceptance of HCV tenants

Meaningful Actions:
- Expand outreach and education of Source of Income Protection laws (SB 329 and SB 222), which include HCVs and other public assistance as legitimate sources of income for housing.
- Include information regarding source of income protections in ADU informational materials.

B.3.10. HIGHER INSTANCE OF CODE ENFORCEMENT ISSUES

The City has identified one neighborhood that consistently has a higher number of code enforcement complaints and violations. This primarily single-family neighborhood is bounded by Ball Road to the north, Cerritos Avenue to the south, Walker Street to the west, and Valley View Street to the east. The concentration of lower and moderate income households in this neighborhood is 37 percent and the median income is less than the 2020 State median income as defined by HCD.

Contributing Factors:
- Limited income available for home repairs/maintenance
- Older single family housing stock

Meaningful Actions:
- Implementation of a Neighborhood Preservation Pilot Program within the identified neighborhood to identify and address code violations and needed right of way improvements.
- Outreach and education to neighborhood residents on resources available to address code violations and property maintenance issues.

B.3.11. NEW HOUSING CHOICES IN AREAS OF HIGH OPPORTUNITY

The AFFH analysis shows that for Alternative 1, 48 percent of lower income RHNA units are identified in high opportunity areas. For Alternative 2, 62 percent of lower income units are located in high opportunity areas. Due to the desire to locate some opportunity sites strategically near Cypress College and location of opportunity sites within the CTCC area (both moderate resource areas), it was necessary to include a significant proportion of opportunity sites in moderate resource areas. However, the City will implement meaningful actions to promote the development of affordable housing within high resource areas as described below.

Contributing Factors

- High opportunity areas along Lincoln Ave. corridor with good access to transit
- Existing underutilized commercial sites within high opportunity areas

Meaningful Actions

- Promote key lower income housing opportunity sites for affordable housing development by providing information about sites inventory properties on the City's website (within one year of Housing Element adoption) and facilitating communications between property owners and developers, as appropriate (Ongoing).
- Conduct a feasibility study on the implementation of an inclusionary housing ordinance and provide recommednations to the City Council for next steps based on the study by 2024.
- Support funding applications by nonprofit developers for affordable housing in high resource areas. (Ongoing)

B.3.12. INTEGRATION AND SEGREGATION

The AFFH analysis shows that for Alternative 1, 52 percent of lower income units are identified on sites in Moderate Resource areas. For Alternative 2, 38 percent of lower income units are identified on sites in Moderate Resource areas. Location of sites in these areas was both necessary and strategic, as discussed in Section B.3 (Potential Impacts of the Sites Inventory). The City is committed to meaningful actions to direct resources toward these areas. One such example is the planned rehabilitation of Arnold Cypress Park, which is located in an area identified in the analysis as having a higher concentration of LMI households.

Contributing Factors

- Higher concentration of LMI households and Moderate Resource (rapidly changing) for area near Cypress College.
- CTCC identified as a Moderate Resource area.

Meaningful Actions

- Implementation of meaningful actions intended to mitigate vulnerability to displacement, as described in Section B.3.8.
- Increase access to opportunities for recreation for units developed in the CTCC by facilitating development of park and other open space facilities in the Specific Plan Area. Prioritize connectivity by requiring sidewalks and other public improvements throughout the Plan Area and adjacent development to increase resident access to services, open space, and overall walkability.
- Annually, as part of the budget and capital improvement planning process, coordinate with the Public Works Department to prioritize projects in areas identified as Moderate Resource or having higher concentrations of minority or low income households.

B.3.13. DISPROPORTIONATE HOUSING NEEDS

The AFFH analysis showed that renter households, particularly large households, were disproportionately impacted by overpayment throughout the City. Renter households also tend to have higher rates of overcrowding.

Contributing Factors

- High rents throughout the City, particularly for large units.
- Limited subsidized affordable housing.

Meaningful Actions

- Amendment of Density Bonus Ordinance to facilitate production of affordable units (Program 16).
- Increase HCV use as described in Section B.3.9.

APPENDIX C - PUBLIC OUTREACH

Table C- 1: Organizations Contacted for Input on Housing Element

Organization Name	Population/ Group Served	Organization Name	Population/ Group Served
Children and Families Commission of Orange County Santa Ana, CA	Youth/Families	Cypress School District Cypress, CA	Youth/Families
Illumination Foundation Irvine, CA	Homeless	North Orange County ROP Anaheim, CA	Students
Orange County Community Foundation Newport Beach, CA	Other - Affordable Housing Funding/Financing	North Orange County Community College District Anaheim, CA	Students
Public Law Center Santa Ana, CA	Low income	Orange County Department of Education Costa Mesa, CA	Youth/Families
Southern California Indian Center Fountain Valley, CA	BIPOC	Orange County Department of Education, Special Education Services Costa Mesa, CA	Youth/special needs
Vietnamese Community of Orange County, Inc. Santa Ana, CA	BIPOC/low income/special needs/seniors/families	OC Community Services, Veterans Service Office Santa Ana, CA	Veterans
Asian American Business Women Association Huntington Beach, CA	BIPOC/Business community	OC Health Care Agency Santa Ana, CA	General
Asian Business Association of Orange County Santa Ana, CA	BIPOC/Business community	OCTA - Access Paratransit Orange, CA	Special needs
Orange County Small Business Development Center Santa Ana, CA	Business community	PATH Los Angeles, CA	Homeless
Orange County Business Council Irvine, CA	Business community	St. Irenaeus - H.O.P.E. Cypress, CA	Homeless
Orange County Hispanic Chamber of Commerce Santa Ana, CA	BIPOC/Business community	Orange County Housing Authority Santa Ana, CA	Low income
Orange County Workforce Investment Board, Community Investment Division Santa Ana, CA	General/Business community	Pathways of Hope Fullerton, CA	Homeless
Veterans Service Center at Joint Forces Training Base Los Alamitos, CA	Veterans	Project Self-Sufficiency Huntington Beach, CA	Low income/ single-parent families
Vietnamese American Chamber of Commerce of Orange County Fountain Valley, CA	BIPOC/Business community	All's Well Home, Inc. Buena Park, CA	Special needs
Affirmed Housing Group San Diego, CA	Low income/veterans/families/seniors	LINC Housing Corportation Long Beach, CA	Low income
Shelter Partnership Los Angeles, CA	Homeless	Hyter Development Newport Beach, CA	Other - Developer
Boat People SOS - Orange County Westminster, CA	BIPOC	Century Housing Culver City, CA	Other - Affordable Housing Funding/Financing
AMCAL Irvine, CA	Low income	Merritt Community Capital Corporation Los Angeles, CA	Other - Affordable Housing

			Funding/Financing
A Community of Friends Los Angeles, CA	Special needs/Homeless	Kennedy Commission Irvine, CA	Low income
Affordable Housing Access Newport Beach, CA	Low income	Clearinghouse CDFI National CORE Rancho Cucamonga, CA	Other - Affordable Housing Funding/Financing
City Ventures Newport Beach, CA	Other - Developer	Mary Erickson Community Housing San Clemente, CA	Low income
YMCA of Orange County Tustin, CA	Youth/Families	GRC Associates, Inc. Covina, CA	Other - Professional Services
Clifford Beers Housing, Inc. Los Angeles, CA	Homeless	Orange County Community Housing Corporation Santa Ana, CA	Extremeley low income
Habitat for Humanity of Orange County Santa Ana, CA	Low income	NeighborWorks Orange County Orange, CA	Low-Moderate income
American Family Housing Midway City, CA	Low income	Palm Communities Irvine, CA	Low income/special needs
Jamboree Housing Corporation Irvine, CA	Low income/veterans/families/seniors/special needs	Stratus Commercial Partners, LLC Irvine, CA	Other - Developer
BRIDGE Housing Newport Beach, CA	Low income	Premier Housing Services Santa Ana, CA	Low income
Mercy Housing California Los Angeles, CA	Low-moderate income/families/seniors/special needs	Western Community Housing, Inc. Costa Mesa, CA	Low income/families/seniors/special needs
USA Multifamily Housing, Inc. Roseville, CA	Low-income	Cypress Senior Center Cypress, CA	Seniors
Orange Housing Development Corporation Orange, CA	Low income/families/seniors	Children's Hospital of Orange County Orange, CA	Youth/Families
National Church Residences Columbus, OH	Seniors	Golden State Water Company - West Orange County Los Alamitos, CA	Other - utility provider
Related California Irvine, CA	Low income/families/seniors	Court Appointed Special Advocates of Orange County Santa Ana, CA	Youth
Orange County Assocation of Relators (OCAR) Laguna Hills, CA	Other - real estate	Casa Youth Shelther Los Alamitos, CA	Youth
Catholic Charities of Orange County Santa Ana, CA	Low income/seniors/special needs	2-1-1 Orange County Santa Ana, CA	General
AIDS Services Foundation of Orange County Irvine, CA	Special needs	Dayle McIntosh Disability Resource Centers Garden Grove, CA	Special needs
Community Action Partnership of Orange County Garden Grove, CA	Low income	Consumer Credit Counseling Service Santa Ana, CA	General
Council on Aging Orange County Santa Ana, CA	Seniors	Asian American Senior Citizen Service Center Santa Ana, CA	BIPOC/Seniors
Friends Outside Santa Ana, CA	General	Mental Health Association of Orange County Orange, CA	General
Fair Housing Council of Orange County Santa Ana, CA	General	OCAPICA Garden Grove, CA	BIPOC

Glennwood Housing Foundation Laguna Beach, CA	Special needs	Mission Pacific Coast Recovery Center Laguna Beach, CA	Special needs
GOALS Anaheim, CA	Underserved youth	MOMS Orange County Santa Ana, CA	Women/families
Giving Children Hope Buena Park, CA	Underserved youth/families	One OC Santa Ana, CA	Other - Professional Services
Grateful Hearts Storehouse Los Alamitos, CA	Low income	Orange County Food Bank Garden Grove, CA	Low income
Hart Community Home, Inc. Fullerton, CA	At-risk youth	Orange County Head Start, Inc. Santa Ana, CA	Low income youth/families
Goodwill Industries of Orange County Santa Ana, CA	Special needs/veterans/homeless/at-risk youth/formerly incarcerated	Orange County Rescue Mission Tustin, CA	Homeless
Lutheran Social Services of SoCal Orange, CA	Seniors/special needs/veterans/youth/refugee/immigrant	Orange County United Way Irvine, CA	Low income/families/homeless
Legal Aid Society of Orange County Santa Ana, CA	Low income	Orangewood Children's Foundation Santa Ana, CA	Youth
Mariposa Women and Family Center Orange, CA	Women/families	Salvation Army Orange County Tustin, CA	Low income/families/youth/homeless/special needs
Precious Life Shelter, Inc. Los Alamitos, CA	Women/families	Regional Center of Orange County Santa Ana, CA	Special needs
Project Access Newport Beach, CA	Low income/families/seniors/youth	We Care Family Support Center Los Alamitos, CA	Low income
The Cambodian Family Santa Ana, CA	Refugee/Immigrant families	Southern California Association of NonProfit Housing Los Angeles, CA	Other - Professional Services
Rebuilding Together Orange County Santa Ana, CA	Low-Moderate income		

2021-2029
CYPRESS HOUSING ELEMENT
Final Initial Study/Negative Declaration

June 2022

Prepared for:

Prepared by:

LSA



This page intentionally left blank

FINAL

INITIAL STUDY/
NEGATIVE DECLARATION

2021-2029

CYPRESS HOUSING ELEMENT

CYPRESS, CALIFORNIA

JUNE 2022

This page intentionally left blank

TABLE OF CONTENTS

TABLE OF CONTENTS i
LIST OF ACRONYMS AND ABBREVIATIONS iii
1.0 INTRODUCTION 1-1
1.1 Index of Comments Received 1-1
1.2 Format of Response to Comments 1-1
2.0 RESPONSE TO COMMENTS 2-1
2.1 Local Agencies 2-1

APPENDIX

A: DRAFT INITIAL STUDY/NEGATIVE DECLARATION

This page intentionally left blank

LIST OF ACRONYMS AND ABBREVIATIONS

CEQA	California Environmental Quality Act
City	City of Cypress
HCD	California Department of Housing and Community Development
IS/ND	Initial Study/Negative Declaration
NOI	Notice of Intent
project	2021-2029 Cypress Housing Element
RHNA	Regional Housing Needs Assessment
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
SCAG	Southern California Association of Governments

This page intentionally left blank

1.0 INTRODUCTION

This section comprises the Comments and Responses of the Final Initial Study/Negative Declaration (IS/ND) for the proposed 2021-2029 Cypress Housing Element in Cypress, Orange County, California. The purpose of this document is to respond to all comments received by the City of Cypress (City) regarding the environmental information and analyses contained in the IS/ND.

Consistent with *State CEQA Guidelines* Section 15073 and in accordance with the City's Local CEQA Procedures, a Notice of Intent (NOI) to adopt a Negative Declaration was sent to responsible agencies and trustee agencies in addition to various public agencies, citizen groups, and interested individuals concerned with the project. In addition, the NOI was filed with the Orange County Clerk and the State Clearinghouse on July 16, 2021.

The Draft IS/ND was circulated for public review for a period of 30 days, from July 16, 2021, to August 16, 2021. Copies of the Draft IS/ND were made available for public review at the City of Cypress Planning Division and on the City's website under Development Information.

Comments were accepted for a period of 30 days to ensure adequate time for residents and agencies to comment on the Draft IS/ND. One comment letter was received during the public review period. Comments were received from the Southern California Association of Governments (SCAG).

The City is the Lead Agency under CEQA and is required to consider agency and public comments on the IS/ND. Although preparation of responses to comments on an IS/ND is not required, responses have been prepared.

1.1 INDEX OF COMMENTS RECEIVED

The following is an index list of the agencies that commented on the IS/ND prior to the close of the public comment period (the City did not receive comments from any interested parties). The comments received have been organized in a manner that facilitates a particular comment or set of comments. Each comment letter received is indexed with an alphanumeric code below.

Comment Letter Index

Comment Code	Signatory	Date
Local Agencies		
L-1	Southern California Association of Governments (SCAG)	August 16, 2021

1.2 FORMAT OF RESPONSE TO COMMENTS

Responses to each of the comment letters are provided on the following pages. The comment index numbers are provided in the upper right-hand corner of each comment letter, and individual points within each letter are numbered along the right-hand margin of each letter. The City's responses to each comment letter immediately follow the letter and are referenced by index numbers in the margins.

This page intentionally left blank

2.0 RESPONSE TO COMMENTS

2.1 LOCAL AGENCIES

Comment Letter L-1

SCAG
INNOVATING FOR A BETTER TOMORROW

SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Clint Lorimore, Eastvale

First Vice President
Jan C. Harnik, Riverside County Transportation Commission

Second Vice President
Carmen Ramirez, County of Ventura

Immediate Past President
Rex Richardson, Long Beach

COMMITTEE CHAIRS

Executive/Administration
Clint Lorimore, Eastvale

Community, Economic & Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Sean Ashton, Downey

August 16, 2021

Ms. Alicia Velasco, Planning Director
City of Cypress, Planning Division
5275 Orange Avenue
Cypress, California 90630
Phone: (714) 229-6720
E-mail: avelasco@cypressca.org

RE: SCAG Comments on the Initial Study/Negative Declaration for the Cypress Housing Element Update [SCAG NO. IGR10439]

Dear Ms. Velasco,

Thank you for submitting the Notice of Intent to adopt a Negative Declaration for the Cypress Housing Element Update ("proposed project") to the Southern California Association of Governments (SCAG) for review and comment. The proposed project includes the adoption of the 2021-2029 Housing Element that addresses the housing needs of all incomes with population and housing projections based off the 6th Cycle Planning Period for Regional Housing Needs Assessment. L-1-1

Based on SCAG staff's review, the Initial Study/Negative Declaration (IS/ND) does not reference the most recently adopted 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS or Connect SoCal). SCAG staff comments are detailed in the attachment to this letter. L-1-2

When available, please send project related documents and notices to IGR@scag.ca.gov. If you have any questions regarding the attached comments, please contact the Intergovernmental Review (IGR) Program, attn.: Anita Au, Senior Regional Planner, at (213) 236-1874 or IGR@scag.ca.gov. Thank you. L-1-3

Sincerely,

Rongsheng Luo
Acting Manager, Compliance and Performance Monitoring

COMMENTS ON THE NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION FOR THE CYPRESS HOUSING ELEMENT UPDATE [SCAG NO. IGR10439]

SUMMARY

Pursuant to Senate Bill (SB) 375, SCAG is the designated Regional Transportation Planning Agency under state law and is responsible for preparation of the Regional Transportation Plan (RTP) including the Sustainable Communities Strategy (SCS). SCAG's feedback is intended to assist local jurisdictions and project proponents to implement projects that have the potential to contribute to attainment of Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) goals and align with RTP/SCS policies.

L-1-4

Based on SCAG staff review, the IS/ND does not reference the most recently adopted 2020 Connect SoCal. SCAG staff recommends including references to Connect SoCal as described in the following sections.

CONNECT SOCAL GOALS

The SCAG Regional Council fully adopted Connect SoCal in September 2020. Connect SoCal, also known as the 2020 – 2045 RTP/SCS, builds upon and expands land use and transportation strategies established over several planning cycles to increase mobility options and achieve a more sustainable growth pattern. The long-range visioning plan balances future mobility and housing needs with goals for the environment, the regional economy, social equity and environmental justice, and public health. The goals included in Connect SoCal may be pertinent to the proposed project. These goals are meant to provide guidance for considering the proposed project. Among the relevant goals of Connect SoCal are the following:

L-1-5

SCAG CONNECT SOCAL GOALS	
Goal #1:	*Encourage regional economic prosperity and global competitiveness*
Goal #2:	*Improve mobility, accessibility, reliability and travel safety for people and goods*
Goal #3:	*Enhance the preservation, security, and resilience of the regional transportation system*
Goal #4:	*Increase person and goods movement and travel choices within the transportation system*
Goal #5:	*Reduce greenhouse gas emissions and improve air quality*
Goal #6:	*Support healthy and equitable communities*
Goal #7:	*Adapt to a changing climate and support an integrated regional development pattern and transportation network*
Goal #8:	*Leverage new transportation technologies and data-driven solutions that result in more efficient travel*
Goal #9:	*Encourage development of diverse housing types in areas that are supported by multiple transportation options*
Goal #10:	*Promote conservation of natural and agricultural lands and restoration of habitats*

Connect SoCal Strategies

To achieve the goals of Connect SoCal, a wide range of land use and transportation strategies are included in the accompanying twenty (20) technical reports. Of particular note are multiple strategies included in Chapter 3 of Connect SoCal intended to support implementation of the regional Sustainable Communities Strategy (SCS) framed within the context of focusing growth near destinations and mobility options; promoting diverse housing choices; leveraging technology innovations; supporting implementation of sustainability policies; and promoting a Green Region. To view Connect SoCal and the accompanying technical reports, please visit the Connect SoCal webpage. Connect SoCal builds upon the progress from previous RTP/SCS cycles and continues to focus on integrated, coordinated, and balanced planning for land use and transportation that helps the SCAG region strive towards a more sustainable region, while meeting statutory requirements pertinent to RTP/SCSs. These strategies within the regional context are provided as guidance for lead agencies such as local jurisdictions when the proposed project is under consideration. L-1-6

SCAG Staff Comments

SCAG staff recommends that you review 2020 Connect SoCal and consider its adopted goals and policies when finalizing the proposed project. L-1-7

DEMOGRAPHICS AND GROWTH FORECASTS

A key, formative step in projecting future population, households, and employment through 2045 for Connect SoCal was the generation of a forecast of regional and county level growth in collaboration with expert demographers and economists on Southern California. From there, jurisdictional level forecasts were ground-truthed by subregions and local agencies, which helped SCAG identify opportunities and barriers to future development. This forecast helps the region understand, in a very general sense, where we are expected to grow, and allows SCAG to focus attention on areas that are experiencing change and may have increased transportation needs. After a year-long engagement effort with all 197 jurisdictions one-on-one, 82 percent of SCAG's 197 jurisdictions provided feedback on the forecast of future growth for Connect SoCal. SCAG also sought feedback on potential sustainable growth strategies from a broad range of stakeholder groups – including local jurisdictions, county transportation commissions, other partner agencies, industry groups, community-based organizations, and the general public. Connect SoCal utilizes a bottom-up approach in that total projected growth for each jurisdiction reflects feedback received from jurisdiction staff, including city managers, community development/planning directors, and local staff. Growth at the neighborhood level (i.e., transportation analysis zone (TAZ) reflects entitled projects and adheres to current general and specific plan maximum densities as conveyed by jurisdictions (except in cases where entitled projects and development agreements exceed these capacities as calculated by SCAG). Neighborhood level growth projections also feature strategies that help to reduce greenhouse gas emissions (GHG) from automobiles and light trucks to achieve Southern California's GHG reduction target, approved by the California Air Resources Board (CARB) in accordance with state planning law. Connect SoCal's Forecasted Development Pattern is utilized for long range modeling purposes and does not supersede actions taken by elected bodies on future development, including entitlements and development agreements. SCAG does not have the authority to implement the plan -- neither through decisions about what type of development is built where, nor what transportation projects are ultimately built, as Connect SoCal is adopted at the jurisdictional level. Achieving a sustained regional outcome depends upon informed and intentional local action. To access jurisdictional level growth estimates and forecasts for years 2016 and 2045, please refer to the Connect SoCal Demographics and Growth Forecast Technical Report. The growth forecasts for the region and applicable jurisdictions are below. L-1-8

	Adopted SCAG Region Wide Forecasts				Adopted City of Cypress Forecasts			
	Year 2020	**Year 2030**	**Year 2035**	**Year 2045**	**Year 2020**	**Year 2030**	**Year 2035**	**Year 2045**
Population	19,517,731	20,821,171	21,443,006	22,503,899	50,278	51,524	51,609	51,299
Households	6,333,458	6,902,821	7,170,110	7,633,451	16,374	16,455	16,485	16,591
Employment	8,695,427	9,303,627	9,566,384	10,048,822	28,431	29,799	30,270	30,630

L-1-8

SCAG Staff Comments

In Section 4.14 Population and Housing starting on page 4.14-29 of the IS/ND, SCAG staff recommends including a reference to the population, housing, and employment trends and forecasts based on the most recently adopted SCAG 2020 Connect SoCal Regional Growth Forecasts to recognize the city's planned growth.

L-1-9

REGIONAL HOUSING NEEDS ALLOCATION

On March 4, 2021 SCAG's Regional Council adopted the 6th cycle Final Regional Housing Needs Assessment (RHNA) Allocation Plan which covers the planning period October 2021 through October 2029. The 6th cycle Final RHNA allocation for the applicable jurisdiction is below.

SCAG 6th Cycle Final RHNA Allocation for City of Cypress	
Very low income	1,150
Low income	657
Moderate income	623
Above moderate income	1,506
Total RHNA Allocation	3,936

L-1-10

Sixth cycle housing elements are due to the California Department of Housing and Community Development (HCD) by October 15, 2021. SCAG encourages jurisdictions to prepare the draft housing element in advance of the due date to ensure adequate time to address HCD comments and adopt a final housing element. Jurisdictions that do not have a compliant housing element may be ineligible for certain State funding and grant opportunities and may be at risk for legal action from stakeholders or HCD.

SCAG staff would like to call your attention to SCAG's HELPR 2.0, a web-mapping tool developed by SCAG to help local jurisdictions and stakeholders understand local land use, site opportunities, and environmental sensitivities for aligning housing planning with the state Department of Housing and Community Development's (HCD) 6th cycle housing element requirements.

SCAG Staff Comments

Table 4.14.A Regional Housing Needs Assessment, 2021-2029 on page 4.14-19 of the IS/ND includes the correct Final RHNA Allocation numbers. SCAG staff recommends updating the City's Housing Element Update webpage to include the Final RHNA Allocation figures.

L-1-11

2.1.1 Response to Comment L-1-1

This comment thanks the City for submitting a Notice of Intent (NOI) to SCAG and summarizes the proposed project.

This comment is introductory and does not contain any substantive comments or questions about the environmental analysis or conclusions contained in the Draft Initial Study/Negative Declaration (IS/ND). No further response is required.

2.1.2 Response to Comment L-1-2

This comment states that the IS/ND does not reference the most recently adopted 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS).

Please refer to Responses to Comments L-1-5, L-1-6, and L-1-7 for responses regarding the incorporation of the SCAG RTP/SCS.

2.1.3 Response to Comment L-1-3

This comment provides contact information for related documents and any questions regarding the comments.

This comment has been noted.

2.1.4 Response to Comment L-1-4

This comment states that SCAG's feedback is intended to assist with implementing projects that have the potential to contribute to RTP/SCS goals and align with RTP/SCS policies. This comment also states that based on SCAG staff's review, the IS/ND does not reference the most recently adopted 2020 Connect SoCal Plan.

As described in Section 4.11, Land Use and Planning, of the Draft IS/ND, the City of Cypress 2021–2029 Housing Element sets forth the City's policies and detailed programs for meeting existing and future housing needs as determined by SCAG's Regional Housing Needs Assessment (RHNA) process, for preserving and enhancing neighborhoods, and for increasing affordable housing opportunities for extremely low, very-low, low, and moderate income persons and households. Although the City has identified several opportunity sites that are candidates for meeting its unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021–2029 Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental

evaluation is required, any potentially significant impacts identified with the proposed development project would be addressed through mitigation measures imposed as part of the environmental review process. Therefore, the proposed project would have no impacts related to conflicts with land use plans, policies, or regulations.

As described above, the 2021–2029 Housing Element was prepared to meet the City's established RHNA target; however, it should be noted that the final RHNA targets for the 5th Housing Element Cycle (from 2021–2029) were not incorporated into the Connect SoCal Plan. In addition, as described above, the City has included a rezoning program in its 2021–2029 Housing Element, the implementation of which would require the amendment of the City's Zoning Ordinance and other elements in its General Plan to allow for housing development to occur on some of the opportunity sites. Due to these circumstances, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Therefore, an evaluation of the proposed 2021–2029 Housing Element's consistency with applicable goals and policies included in the Connect SoCal Plan is neither warranted nor appropriate. No changes to the Draft IS/ND have been made in response to this comment.

2.1.5 Response to Comment L-1-5

This comment provides additional background information regarding the recent adoption of Connect SoCal and states that goals included in Connect SoCal may be pertinent to the proposed 2021–2029 Housing Element and are meant to provide guidance for its consideration. The comment letter then provides 10 goals from the Connect SoCal Plan, which the commenter notes may be relevant to the 2021–2029 Housing Element.

This comment has been noted. As stated in Response to Comment L-1-4, the inclusion of Connect SoCal Plan's goals is neither warranted nor appropriate. Therefore, no changes to the Draft IS/ND have been made in response to this comment.

2.1.6 Response to Comment L-1-6

The comment states that a wide range of land use and transportation strategies are included in Chapter 3 of Connect SoCal to support the implementation of the regional Sustainable Communities Strategy. These strategies are provided as guidance for lead agencies, including local jurisdictions, when a proposed project is under consideration.

This comment has been noted. This comment does not contain any substantive comments or questions about the environmental analysis or conclusions contained in the Draft IS/ND. No further response is required.

2.1.7 Response to Comment L-1-7

This comment recommends that the City review the Connect SoCal plan and consider its adopted goals and policies as part of the proposed project.

The goals and policies included in Connect SoCal have been reviewed and considered, as suggested. However, as described above in the Response to Comment L-1-5, no changes have been made to the Draft IS/ND.

2.1.8 Response to Comment L-1-8

This comment provides information on SCAG's demographic and growth forecasts and includes a table with population, household, and employment growth forecasts for the SCAG region and for the City of Cypress.

This comment has been noted. This comment does not contain any substantive comments or questions about the environmental analysis or conclusions contained in the Draft IS/ND. No further response is required.

2.1.9 Response to Comment L-1-9

The comment recommends including a reference to the population, housing, and employment trends and forecasts in the Connect SoCal Regional Growth Forecasts to recognize the City's planned growth.

As described in Section 4.14, Population and Housing, the 2021–2029 Housing Element Update would not, in and of itself, result in impacts related to population and housing, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in potentially significant impacts. If project-specific environmental review is required, any potentially significant impacts identified with the proposed development project would be addressed through compliance with applicable adopted development guidelines/standards and mitigation measures specific to any potentially significant impacts, imposed as part of the environmental review process. Therefore, the proposed project would not induce substantial unplanned population growth in an area of the City. The inclusion of the population, housing, and employment trends and forecasts included in the recently adopted Connect SoCal Regional Growth Forecasts would not affect the analysis or conclusions of the Draft IS/ND. Therefore, these growth forecasts were not included. No changes to the Draft IS/ND have been made in response to this comment.

2.1.10 Response to Comment L-1-10

The comment provides background information regarding the adoption of the 6th Cycle Final Regional Housing Needs Assessment (RHNA) Allocation Plan for the SCAG region, which covers the planning period from October 2021 through October 2029. This comment also encourages jurisdictions to prepare their draft housing elements in advance of the October 15, 2021, due date to ensure adequate time to address comments from the California Department of Housing and Community Development (HCD) and adopt a final housing element. This comment also noted that SCAG's HELPR 2.0 tool is available to help local jurisdictions and stakeholders understand local land use, site opportunities, and environmental sensitivities for aligning housing planning with HCD's 6th Cycle housing element requirements.

This comment has been noted. This comment does not contain any substantive comments or questions about the environmental analysis or conclusions contained in the Draft IS/ND. No further response is required.

2.1.11 Response to Comment L-1-11

This comment noted that Table 4.14.A, Regional Housing Needs Assessment, 2021–2029, on page 4.14-19 of the Draft IS/ND, includes the correct Final RHNA Allocation numbers and recommends updating the City's Housing Element Update webpage to include the Final RHNA Allocation figures.

The City's Housing Element Update webpage has been updated to include the Final RHNA Allocation figures as suggested.

APPENDIX A

DRAFT INITIAL STUDY/NEGATIVE DECLARATION

This page intentionally left blank

2021-2029
CYPRESS HOUSING ELEMENT
Draft Initial Study/Negative Declaration

July 2021

Prepared for:

Prepared by:

LSA



This page intentionally left blank

DRAFT

INITIAL STUDY/NEGATIVE DECLARATION

CYPRESS HOUSING ELEMENT

CYPRESS, CALIFORNIA

Submitted to:

City of Cypress
5275 Orange Avenue
Cypress, California 90630

Prepared by:

LSA
20 Executive Park, Suite 200
Irvine, California 92614
(949) 553-0666

Project No. CCP1603.10

July 2021

This page intentionally left blank

TABLE OF CONTENTS

Table of Contents i
Figures and Tables ii
List of Abbreviations and Acronyms iii
1.0 INTRODUCTION 1-1
1.1 Contact Person 1-1
2.0 PROJECT DESCRIPTION 2-1
2.1 Project Overview 2-1
2.2 Project Location and Existing Environmental Setting 2-1
2.3 Project Description 2-5
3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED 3-15
3.1 Determination 3-15
4.0 EVALUATION OF ENVIRONMENTAL IMPACTS 4-1
4.1 Aesthetics 4.1-1
4.2 Agriculture and Forestry Resources 4.2-5
4.3 Air Quality 4.3-7
4.4 Biological Resources 4.4-11
4.5 Cultural Resources 4.5-15
4.6 Energy 4.6-17
4.7 Geology and Soils 4.7-19
4.8 Greenhouse Gas Emissions 4.8-23
4.9 Hazards and Hazardous Materials 4.9-25
4.10 Hydrology and Water Quality 4.10-31
4.11 Land Use and Planning 4.11-41
4.12 Mineral Resources 4.12-43
4.13 Noise 4.13-45
4.14 Population and Housing 4.14-49
4.15 Public Services 4.15-51
4.16 Recreation 4.16-53
4.17 Transportation 4.17-55
4.18 Tribal Cultural Resources 4.18-57
4.19 Utilities and Service Systems 4.19-61
4.20 Wildfire 4.20-67
4.21 Mandatory Findings of Significance 4.21-69
5.0 RECOMMENDATION 5-1
6.0 LIST OF PREPARERS AND PERSONS CONSULTED 6-1
6.1 City of Cypress 6-1
6.2 IS/ND Preparers 6-1
7.0 REFERENCES 7-1

FIGURES AND TABLES

FIGURES

Figure 2.1: Regional Location 2-3
Figure 2.2: Opportunity Sites – Scenario 3 2-9
Figure 2.3: Opportunity Sites – Scenario 4 2-13

TABLES

Table 4.14.A: Regional Housing Needs Assessment, 2021–2029 ..... 4.14-49
Table 4.19.A: Orange County Class III Landfills 4.19-64

LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
ADU	accessory dwelling unit
AMI	Area Median Income
BMPs	Best Management Practices
CAL FIRE	California Department of Forestry and Fire Protection
CALGreen Code	California Green Building Standards Code
CalRecycle	California Department of Resources, Recycling, and Recovery
CARB	California Air Resources Board
CBC	California Building Code
CCR	California Code of Regulations
CEC	California Energy Commission
CEQA	California Environmental Quality Act
City	City of Cypress
DOC	California Department of Conservation
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FHSZ	fire hazard severity zone
FRAP	Fire and Resources Assessment Program
GHG	greenhouse gas
GSWC	Golden State Water Company
HCD	(California Department of) Housing and Community Development
HEU	Housing Element Update

I-405	Interstate 405
I-605	Interstate 605
IS/ND	Initial Study/Negative Declaration
JFTB	Joint Forces Training Base
LRA	Local Responsibility Area
MRZ	Mineral Resource Zone
MWD	Metropolitan Water District
NAHC	Native American Heritage Commission
NCCP/HCP	Natural Community Conservation Plan/Habitat Conservation Plan
NEPA	National Environmental Policy Act
NPDES	National Pollution Discharge Elimination System
OCFA	Orange County Fire Authority
OCTA	Orange County Transportation Authority
OCWD	Orange County Water District
project	Cypress Housing Element
RHNA	Regional Housing Needs Assessment
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SMARA	Surface Mining and Reclamation Act
SR-22	State Route 22
SR-39	State Route 39
SR-91	State Route 91
SRA	State Responsibility Area
SWPPP	Storm Water Pollution Prevention Plan

tpd	tons per day
UWMP	Urban Water Management Plan
VHFHSZ	very high fire hazard severity zone
VMT	Vehicles Miles Traveled

This page intentionally left blank

1.0 INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA) and the *State CEQA Guidelines*, this Initial Study/Negative Declaration (IS/ND) has been prepared for the Cypress Housing Element Project (proposed project) in the City of Cypress. Consistent with *State CEQA Guidelines* Section 15071, this IS/ND includes a description of the proposed project, an evaluation of the potential environmental impacts, and findings from the environmental analysis.

This IS/ND evaluates the potential environmental impacts that may result from development of the proposed project. The City is the Lead Agency under CEQA and is responsible for adoption of the IS/ND and approval of the project.

1.1 CONTACT PERSON

Any questions or comments regarding the preparation of this IS/ND, its assumptions, or its conclusions should be referred to:

Alicia Velasco, Planning Director
City of Cypress
5275 Orange Avenue
Cypress, California 90630
Phone: (714) 229-6720
Email: avelasco@cypressca.org

This page intentionally left blank

2.0 PROJECT DESCRIPTION

This section describes the proposed Cypress Housing Element (proposed project) evaluated in this Initial Study/Negative Declaration (IS/ND). A description of the proposed project's location, objectives, and required approvals is provided.

2.1 PROJECT OVERVIEW

The City of Cypress (City) is updating its Housing Element for the 6th Cycle Planning Period from 2021 to 2029. To comply with State Housing law, the City's Housing Element must be updated to ensure the City's policies and programs can accommodate the estimated housing growth needs identified in the Southern California Association of Governments' (SCAG) Regional Housing Needs Assessment (RHNA) allocation for the Planning Period. Per the RHNA, the City is allocated 3,936 dwelling units to accommodate the estimated growth needed at various income levels. The Housing Element Update (HEU) includes a candidate site analysis to accommodate the 3,936-unit RHNA and any estimated "carryover" from the 5th Cycle Housing Element, and an additional analysis of candidate sites to address future "no net loss" provisions of Senate Bill (SB) 166. As required by State Housing law, including Assembly Bill (AB) 1397, the HEU must identify the City's ability to accommodate this estimated growth through available sites and appropriate zoning.

2.2 PROJECT LOCATION AND EXISTING ENVIRONMENTAL SETTING

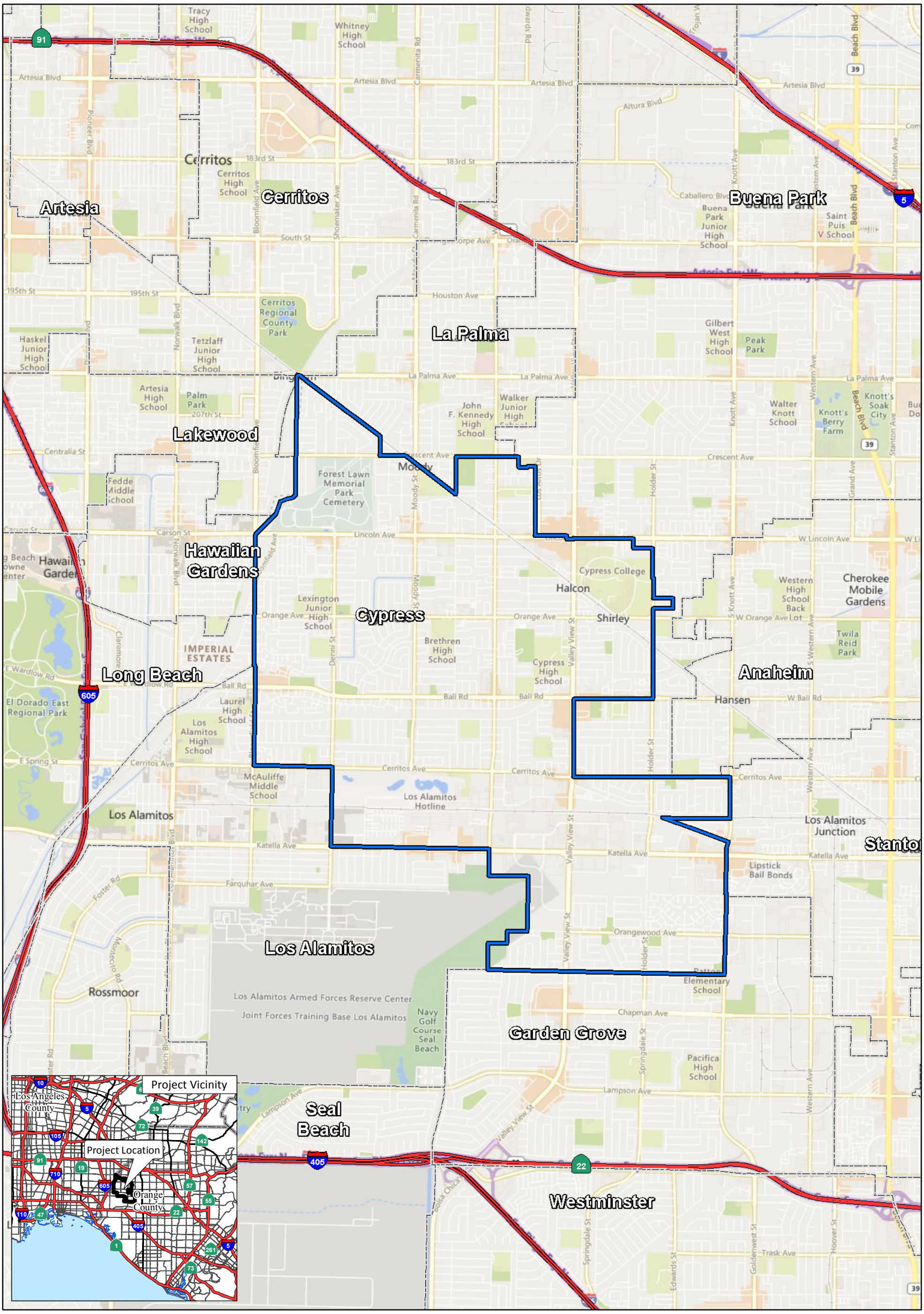
2.2.1 Regional Location

The City of Cypress is located in northwestern Orange County within Southern California. As illustrated in Figure 2.1, Regional Location, the City is bordered on the north by the cities of La Palma and Buena Park, on the east by the cities of Anaheim and Stanton, on the south and west by the city of Los Alamitos, and on the west by the cities of Long Beach, Hawaiian Gardens, and Lakewood. According to the United States Census Bureau, the City of Cypress has a total area of 6.6 square miles. Regional access to the City is provided via State Route 22 (SR-22), Beach Boulevard (State Route 39 [SR-39]), State Route 91 (SR-91), and Interstates 405 and 605 (I-405 and I-605, respectively).

2.2.2 Existing Project Area Conditions

Cypress began as a small dairy community established along Pacific Electric's rail line between Los Angeles and Santa Ana in the early 1900s. The new town began to develop around the rail station at what is now the intersection of Lincoln Avenue and Walker Street. Soon after the City's incorporation in 1956, Cypress began a period of rapid development that primarily included the addition of single-family housing tracts. Lincoln Avenue emerged as the City's primary commercial corridor. The Los Alamitos Race Course was built on a 435-acre ranch in the southern portion of the City. Cypress College opened in 1966 on approximately 110 acres southeast of Valley View Street and Lincoln Avenue. The master-planned Cypress Business Park was developed in the mid-1970s and 1980s, providing employment opportunities for the City's residents as well as residents of neighboring communities in the region. An extensive parks and recreation system has been developed to serve City residents and workers. Since the closure of the Cypress Golf Course in the

This page intentionally left blank



LEGEND

Project Area - Cypress City Limits

City Boundary

FIGURE 2.1

0 1500 3000

FEET

SOURCE: USGS 7.5' Quad - *Los Alamitos* (1981), CA

I:\CCP1603.10\GIS\MXD\ISMND\ProjectLocation.mxd (4/20/2021)

Cypress Housing Element

Regional Location

This page intentionally left blank

southern portion of the City in 2004, the areas adjacent to the Los Alamitos Race Course have undergone redevelopment, transforming into a Costco, the Cottonwood Church campus, senior housing, and a new sports park. A mixed-use development with 251 residential units, a hotel, and commercial space was approved in May 2020 for a 13-acre property at the northeast corner of Siboney and Katella Avenue. The City is now almost completely built out and contains very limited undeveloped land.

The City is situated within an area typified by a Mediterranean climate, which is characterized by mild winters and dry, warm summers. The interactions of topography and local atmospheric circulation cause this region of California to experience high quantities of photochemical smog. Levels of air pollution measured at a nearby station exceed the National Ambient Air Quality Standards for two of the six pollutants.

The City receives its water from two major sources: the Metropolitan Water District (MWD) and the groundwater basin underlying the northern half of Orange County. Imported water comes mainly from the Colorado River, with a smaller amount being acquired from the State Water Project in northern California. Coyote Creek, Carbon Creek, Moody Creek, and the Stanton Storm Channel comprise the regional drainage systems for the area.

Urbanization within the City has eliminated any sizeable expanses of undisturbed native vegetation. The City's terrain is nearly flat, with a gradual downward slope from the northeast to the southwest.

2.3 PROJECT DESCRIPTION

The proposed project evaluated in this IS/ND includes the adoption of the 2021–2029 Housing Element. The project is described in greater detail below.

2.3.1 Project Background

State law requires a Housing Element as a mandatory component of a jurisdiction's General Plan and requires that this Element be revised every 8 years. Periodic updates of the Housing Element ensure that local policies and programs are responsive to changing conditions and future housing needs. Housing Element law requires the City to analyze resources available and to quantify projected housing needs by income category. The City must demonstrate that there is available land with the appropriate densities to allow the development of affordable housing to occur, and that it has programs in place or it will develop programs that will modify any regulatory measures serving as a constraint to the development of affordable housing.

2.3.2 2021–2029 City of Cypress General Plan Housing Element

Pursuant to State law, the City has prepared an update to its Housing Element covering the 6th Cycle Planning Period from October 2021– October 2029. The draft 2021–2029 Housing Element addresses the needs of all income levels. It contains an analysis and update of housing and population data based on the most current conditions and sources of information. The revisions incorporate current population and housing projections based upon SCAG's RHNA adopted in March 2021 for the 6th Cycle Planning Period. In accordance with State Housing law, the draft 2021–2029 Housing Element contains the following:

1. An assessment of housing needs in the City of Cypress;
2. An assessment of actual and potential constraints to the provision and maintenance of affordable housing;
3. An analysis of the City's accomplishments during the 2014–2021 Housing Element cycle;
4. An evaluation of potential residential development based on the current General Plan and Zoning Ordinance; and
5. The formulation of goals and policies the City will implement to address a number of important housing-related issues and to ensure sufficient land capacity to meet the RHNA objectives.

The draft Housing Element calls for the continuation of existing policies and programs to enable the City to meet future housing demands for all economic segments of the community that address housing quality and quantity, housing affordability and access, equal housing opportunities and natural resources, energy efficiency and conservation, and identifies new programs in conformance with recent housing legislation for implementation during the 2021–2029 Housing Element cycle.

2.3.3 Compatibility with Zoning and Plans

The 2021–2029 Housing Element consists of a detailed analysis of the City's demographic, economic and housing characteristics, as well as an 8-year housing strategy to address the housing needs of the community. The Housing Element calls out goals, policies, and objectives relative to meeting the housing needs of the community. The goals of the Housing Element are to promote housing that helps to create safe, livable, and sustainable neighborhoods, facilitate the construction and provision of quality housing to meet the City's diverse needs, create opportunities for affordable housing, particularly in vulnerable areas and in areas of opportunity, and promote equitable and accessible housing options and resources.

The 2021–2029 Housing Element does not propose or approve any specific development projects. The Housing Element acknowledges and addresses recent State legislation regarding requirements for local density bonus programs, surplus lands, accessory dwelling unit (ADU) streamlining, and removing local barriers to housing. It is not possible to predict which properties in the City, if any, may propose and qualify for density bonus programs. The Housing Element includes a policy that requires that a rezoning program be undertaken during the early portion of the 6th Cycle Planning Period to ensure internal consistency between the various elements of the City's General Plan and its Zoning Ordinance. The adoption of the 2021–2029 Housing Element will not result in any physical changes to the environment. Future discretionary governmental approval of site-specific housing projects, including those proposing a density bonus component, will require review in accordance with the California Environmental Quality Act (CEQA) and, if applicable, the National Environmental Policy Act (NEPA).

2.3.4 Opportunity Sites

All new development under the proposed Housing Element is planned for areas already designated for residential or commercial development. Development of the housing units identified in the Housing Element to meet the RHNA allocation would not increase the number of dwelling units and the population beyond the assumptions used in the General Plan.

This IS/ND analyzes the potential environmental impacts that would be expected to result from the adoption of the Housing Element. Although the Housing Element identifies several adequate sites that are able to accommodate the development of up to 1,620 new housing units, the City has a large unaccommodated housing need of 2,316 units in order to meet its RHNA allocation of 3,936 units. The City has identified several opportunity sites that are candidates for future housing development. Amendments to the City's Zoning Ordinance and other elements in its General Plan may be required to allow for housing development to occur on some of the opportunity sites. Because the City's General Plan is required to be "internally consistent," meaning any and all conflicts between General Plan elements must be acknowledged and resolved, the Housing Element is required to contain a program to zone and/or rezone sites or amend the General Plan to accommodate this housing need.

Due to the various complexities that are often involved with processing a General Plan amendment and rezoning, State law provides local jurisdictions with a grace period for rezoning/amending their General Plans. Generally, any rezoning or General Plan amendments required to ensure internal consistency should occur no later than 3 years and 120 days from the beginning of the planning period. On April 12, 2021, the Cypress City Council selected two scenarios (Scenarios 3 and 4) for meeting its RHNA allocation, both of which would require rezoning and/or a General Plan amendment. These scenarios are described in detail below.

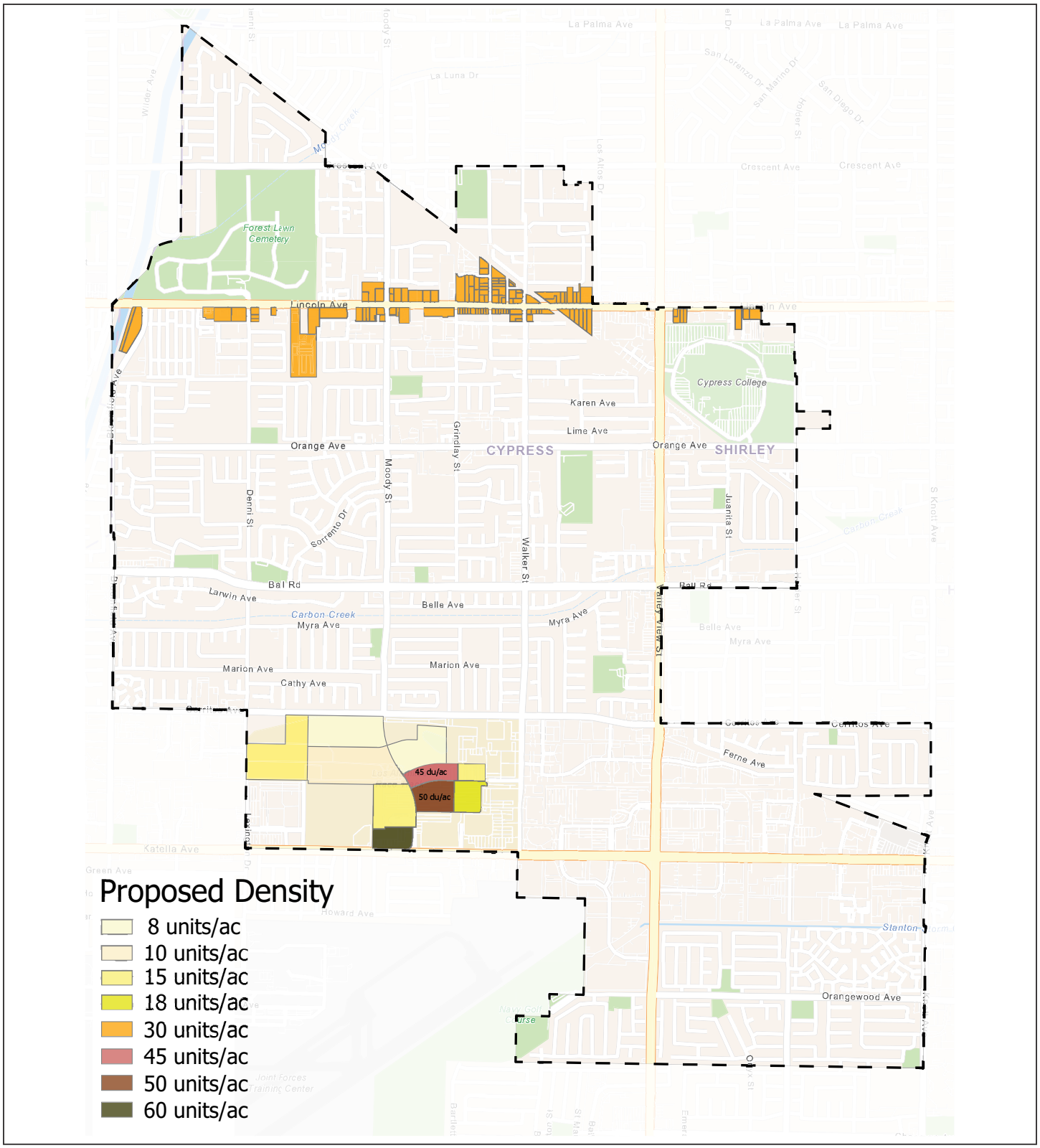
The environmental analysis in this IS/ND is limited to the policies included in the HEU. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including the corresponding changes in land uses and development intensities.

2.3.4.1 Scenario 3 – Lincoln Avenue/Los Alamitos Race Course

As shown in Figure 2.2, Opportunity Sites - Scenario 3, this scenario generally splits the City's RHNA between the Lincoln Avenue Specific Plan and the Cypress Town Center and Commons Specific Plan 2.0 (the Los Alamitos Race Course property), with some of the RHNA also falling within the Cypress Business and Professional Center Specific Plan along Katella Avenue. The Cypress Town Center and Commons Specific Plan 2.0 would be amended to allow up to 1,930 units (it currently allows up to 1,250 units). The majority of the zoning in the Cypress Town Center and Commons Specific Plan 2.0 would remain unchanged, with 109.9 acres allowing densities ranging from 8 to 15 dwelling units per acre. Densities within the other approximately 14.5 acres would increase to 45 to 50 dwelling units per acre. Any changes to the Cypress Town Center and Commons Specific Plan 2.0 would require voter approval. Under this scenario, all of the opportunity sites within the Lincoln Avenue Specific Plan would be zoned for 30 dwelling units per acre. The opportunity site within the Cypress Business and Professional Center Specific Plan would be zoned for 60 dwelling units per acre.

Upon State certification of the HEU, Scenario 3 requires the City Council to implement its zoning changes through the public hearing process, and changes to the Cypress Town Center and Commons Specific Plan 2.0 require voter approval. Because Scenario 3 cannot be implemented without an election, the State requires that the City submit a back-up scenario (Scenario 4) as part of the HEU. If voters do not approve the modifications to Cypress Town Center and Commons Specific Plan 2.0, the City would be required to implement the selected backup option.

This page intentionally left blank



LSA

FIGURE 2.2

N

0 0.25 0.5

MILES

SOURCE: City of Cypress

Cypress Housing Element

Opportunity Sites - Scenario 3

I:\CCP1603.10\G\Opportunity_Sites_S-3.ai (4/20/2021)

This page intentionally left blank

2.3.4.2 Scenario 4 – Lincoln Avenue Mixed Density

As shown in Figure 2.3, Opportunity Sites - Scenario 4, this scenario includes densities between 30 and 60 dwelling units per acre along Lincoln Avenue and allows up to 60 dwelling units per acre at one property within the Cypress Business and Professional Center Specific Plan. In total, 21 parcels at the east end of the Lincoln Avenue corridor, closest to Cypress College, would be zoned for 60 dwelling units per acre. Other areas of the Lincoln Avenue corridor would be zoned for 30 or 50 dwelling units per acre. Scenario 4 would not affect any of the zoning for the Los Alamitos Race Course, which is established by the voter-approved Cypress Town Center and Commons Specific Plan 2.0; therefore, 1,250 units at the Los Alamitos Race Course property would be credited towards the City's RHNA allocation. Upon State certification of the HEU, Scenario 4 requires the City Council to implement its zoning changes through the public hearing process.

2.3.5 Discretionary Actions

Discretionary approvals required for the proposed project are outlined in the table below:

Discretionary Action	Agency Responsible
Adoption of the Housing Element for the City of Cypress	Cypress City Council
Adoption of this IS/ND	Cypress City Council

IS/ND = Initial Study/Negative Declaration

The following provides a description of the City's primary discretionary approvals for the proposed project.

2.3.5.1 Adoption of the Housing Element

Adoption of the Housing Element would be conducted pursuant to the City's Municipal Code. As part of this review, the City would consider whether the proposed project is in compliance with State law (Section 65580–65589.8 of the California Government Code) requirements.

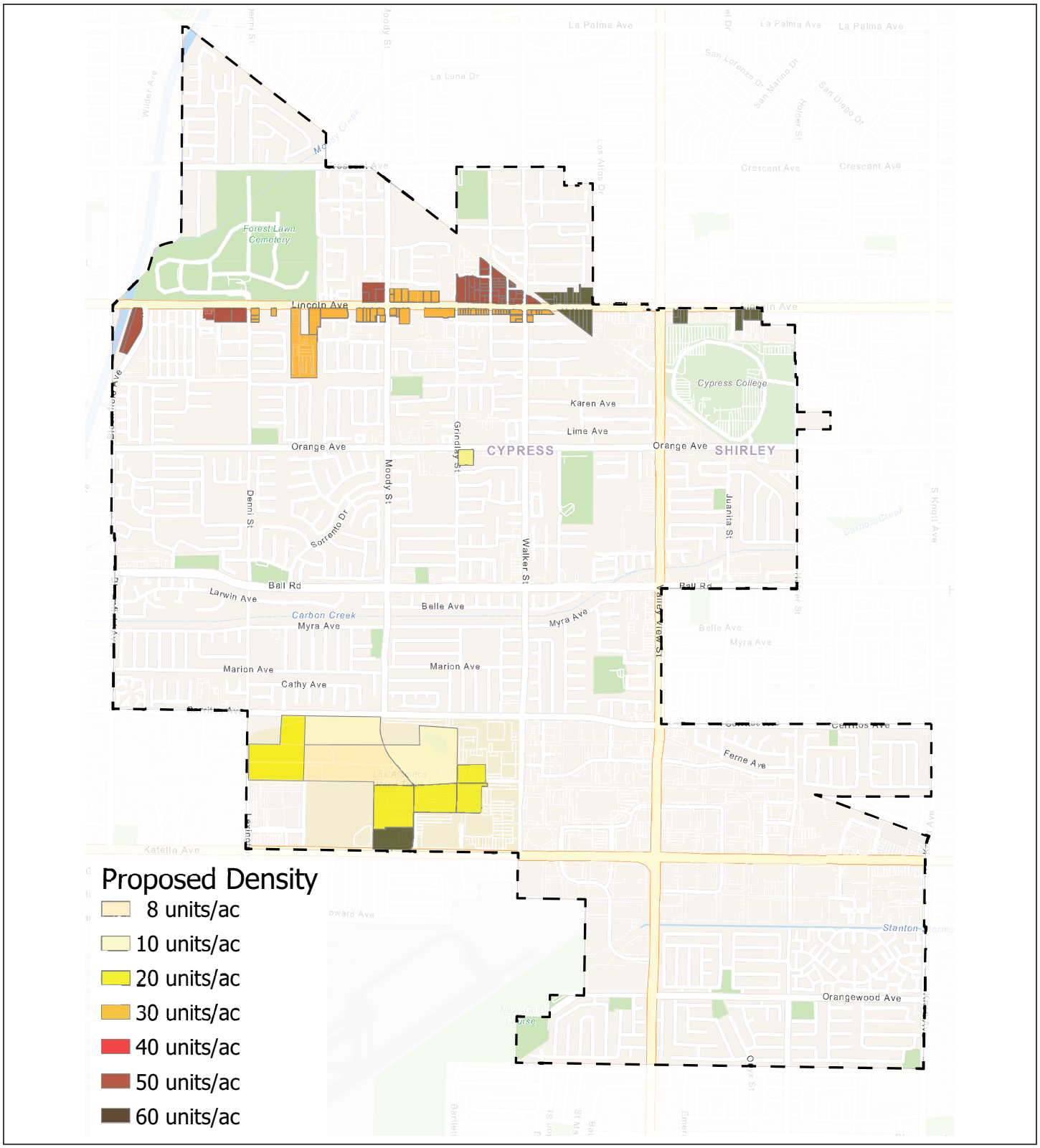
2.3.5.2 Adoption of Final IS/ND

The City Council would confirm that the Final IS/ND addresses the potential environmental effects of the proposed project and identifies appropriate mitigation measures to address any potentially significant effects.

2.3.6 Other Public Agencies Whose Approval is Required

There are no other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement) for the proposed City of Cypress Housing Element. The California Department of Housing and Community Development (HCD) reviews and determines whether the proposed Housing Element complies with State law; however, HCD approval is not required for the City's adoption of the Housing Element.

This page intentionally left blank



LSA

FIGURE 2.3

N

0 0.25 0.5

MILES

SOURCE: City of Cypress

Cypress Housing Element

Opportunity Sites - Scenario 4

I:\CCP1603.10\G\Opportunity_Sites_S-4.ai (4/20/2021)

This page intentionally left blank

3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in Chapter 4.0.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

3.1 DETERMINATION On the basis of this initial evaluation:

☒ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

☐ I find that the proposed project MAY have a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Digitally signed by Alicia Velasco
Date: 2021.07.15 11:01:01 -07'00'

Signature Date

This page intentionally left blank

4.0 EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared

or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) The significance criteria or threshold, if any, used to evaluate each question; and

   b) The mitigation measure identified, if any, to reduce the impact to less than significant.

4.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact. The City of Cypress 2021–2029 Housing Element sets forth the City's policies and detailed programs for meeting existing and future housing needs as determined by the Regional Housing Needs Assessment (RHNA) process, for preserving and enhancing neighborhoods, and for increasing affordable housing opportunities for extremely low, very-low, low, and moderate income persons and households. The 2021–2029 Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Although the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. The goals and policies in the Housing Element Update would not result in any impact to scenic vistas or resources, would not degrade the visual character of the City, and would not cause light or glare impacts beyond what has already been contemplated in the General Plan and Zoning Code. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The location and nature of development will continue to be guided by the City's General Plan and Zoning Ordinance. Future housing projects will continue to be reviewed through the City's entitlement process and in compliance with CEQA to ensure that existing views and aesthetic conditions are preserved, and that the projects are consistent with all General Plan goals,

objectives, and policies. Therefore, the Housing Element Update would have no impacts on aesthetic resources, including substantial adverse effects on scenic vistas. No mitigation is required.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. As described above, the Housing Element Update does not propose any direct changes to land uses, nor does it call out or approve any specific development projects. The goals and policies in the Housing Element Update would not result in any impact to scenic resources beyond what has already been contemplated in the General Plan and Zoning Code. As described above, the Housing Element Update would not, in and of itself, result in impacts to scenic resources as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential aesthetic-related impacts are location specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards, and any impacts identified with the development project would be addressed through mitigation measures specific to the impact. Therefore, the Housing Element Update would not substantially damage scenic resources. No mitigation is required.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. According to the United States Census Bureau, the City of Cypress is located within the Los Angeles—Long Beach—Anaheim, CA Urbanized Area.[1] As described in the *State CEQA Guidelines* Section 15387 and defined by the United States Census Bureau, an "urbanized area" is a central city or a group of contiguous cities with a population of 50,000 or more people, together with adjacent densely populated areas having a population density of at least 1,000 people per square mile.[2] Therefore, the City of Cypress is considered an urbanized area.

[1] United States Census Bureau. 2010a. Los Angeles—Long Beach—Anaheim, CA Urbanized Area No. 51445. Website: https://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ua51445_los_angeles--long_beach--anaheim_ca/DC10UA51445_000.pdf (accessed April 8, 2021).

[2] United States Census Bureau. 2010b. Census Urban Area FAQs. Website: https://www.census.gov/programs-surveys/geography/about/faq/2010-urban-area-faq.html (accessed April 8, 2021).

As discussed above, the Housing Element Update does not propose any direct changes to land uses, nor does it call out or approve any specific development projects. The Housing Element Update would not, in and of itself, result in impacts to existing visual character or quality of public views as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential aesthetic-related impacts are location specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards protecting and enhancing the City's visual character and public views. All future projects would be required to conform to all applicable development standards and design guidelines in the City's Municipal Code, General Plan, and any applicable Specific Plans, that regulate scenic quality. Any impacts identified with the development project would be addressed through mitigation measures specific to the impact. Therefore, the Housing Element Update would not substantially degrade the existing visual character or quality of public views of the site and its surroundings. No mitigation is required.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. As described above, the Housing Element Update does not propose any direct changes to land uses nor does it call out or approve any specific development projects. The Housing Element Update would not, in and of itself, create sources of substantial light or glare that adversely affect views as it does not entitle, propose, or otherwise require the construction of new development or the rehabilitation of existing development. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential aesthetic-related impacts are location specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to all applicable requirements related to light and glare, including applicable regulations of the 2019 State Building Energy Efficiency Standards (Title 24) and all applicable lighting standards in the City's Zoning Ordinance. Any impacts identified with individual development projects would be addressed through mitigation measures specific to the impact. Therefore, the Housing Element Update would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. No mitigation is required.

This page intentionally left blank

4.2 AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Impact Analysis

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. The City of Cypress 2021–2029 Housing Element would not, in and of itself, result in impacts to agricultural resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities.

There is no land within the City of Cypress zoned for agricultural uses or land designated Prime Farmland, Unique Farmland, or Farmland of Statewide Important on maps prepared as part of the Farmland Mapping and Monitoring Program by the California Department of Conservation (DOC). As of 2018, all land within the City was designated as "Urban and Built Up Land."[1] The Housing Element Update would not convert farmland to a non-agricultural use. Therefore, no impacts to agricultural resources would occur, and no mitigation is required.

[1] California Department of Conservation (DOC). 2018. Orange County Important Farmland 2018.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The Housing Element Update would not, in and of itself, result in impacts to agricultural resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. There is no land within the City of Cypress zoned for agricultural uses. The proposed project would not affect Williamson Act contract lands because there is no land under a Williamson Act Contract within the City.[1] The proposed project would not convert farmland to a non-agricultural use. Therefore, no impacts to agricultural use or a Williamson Act contract would occur, and no mitigation is required.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. The Housing Element Update would not, in and of itself, result in impacts to timber land or forest land, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Additionally, there is no land zoned as forest land or timberland within the City, and forest land and timberland do not exist within the City. The proposed project would not convert forest land to non-forest use. Therefore, no impacts to forest land or timberland would occur, and no mitigation is required.

d) Would the project result in the loss of forest land or conversion of forestland to non-forest use?

No Impact. As stated in the response under Threshold 4.2(c) above, the proposed project would not contribute to environmental changes that could result in conversion of forest land to a non-forest use. Therefore, no impacts to forest land would occur, and no mitigation is required.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The City does not contain land used for agricultural production and does not contain any forest land. In addition, the City of Cypress has not designated any land within the City for any type of agricultural production. The 2021–2029 Housing Element would not, in and of itself, result in changes in the existing environment that could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Therefore, no impacts to farmland or forest land would occur, and no mitigation is required.

[1] California DOC. 2017. Division of Land Resource Protection. State of California Williamson Act Contract Land.

4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Impacts Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The City of Cypress 2021–2029 Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Although the City has identified several opportunity sites that are candidates for meeting its unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The location and nature of development will continue to be guided by the City's General Plan and Zoning Ordinance. The Housing Element includes goals, policies, and programs designed to maintain and improve the existing housing stock, ensure that new development is affordable to a range of household income levels, and provide a variety of housing types. The proposed project would not conflict with or obstruct the implementation of the air quality plans prepared by the South Coast Air Quality Management District (SCAQMD) to attain State and national air quality standards, or violate any air quality standard. Future housing projects would continue to be reviewed through the City's entitlement process and CEQA to ensure consistency with local, State, and federal air quality standards and consistency with the goals, policies, and standards established within the other elements of the General Plan that are intended to protect air quality. As such, the proposed project would result in no impacts related to a conflict or obstruction of implementation of applicable air quality plans. No mitigation is required.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?

No Impact. As described above, the 2021-2029 Housing Element would not, in and of itself, result in impacts to air quality as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts would be potentially significant. Potential air quality-related impacts are location- and project-specific and often cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would result in no impacts related to a cumulatively considerable net increase of any criteria pollutant. No mitigation is required.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

No Impact. The 2021–2029 Housing Element would not, in and of itself, expose sensitive receptors to substantial pollutant concentrations, as it does not propose any development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts would be potentially significant. Potential air quality-related impacts are location- and project-specific and often cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Short-term air quality impacts resulting from construction of the sites, such as dust generated by clearing and grading activities, exhaust emissions from gas- and diesel-powered construction equipment, and vehicular emissions associated with the commuting of construction workers would be subject to localized significance thresholds determined by the SCAQMD for Central Orange County. Therefore, the proposed project would not expose sensitive receptors to substantial pollutant concentrations. No mitigation is required.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No Impact. As described above, the Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element Update would not, in and of itself, produce pollutants or odors as it does not propose any development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any potential impacts would be potentially significant. Potential odor-related impacts are location- and project-specific and often

cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards including SCAQMD Rule 402 to prevent occurrences of public nuisances. SCAQMD Rule 402 regarding nuisances states: "A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property." Any impacts identified with development allowable under the rezoning program would be addressed through compliance with SCAQMD Rule 402. Therefore, the proposed project would not result in other emissions or objectionable odors adversely affecting a substantial number of people. No mitigation is required.

This page intentionally left blank

4.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Impacts Analysis

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. The Cypress General Plan Conservation/Open Space/Recreation Element addresses the long-range conservation, preservation, and enhancement of the City's open space and natural environment. The 2021–2029 Housing Element would not, in and of itself, result in impacts to biological habitats as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Although the City has identified several opportunity sites that are candidates for meeting the City unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning

program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts would be potentially significant. Potential biological impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species. No mitigation is required.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. As described above, the 2021–2029 Housing Element would not, in and of itself, result in impacts to riparian habitats or other sensitive natural communities as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts would be potentially significant. Potential biological impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community. No mitigation is required.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. As described above, the 2021–2029 Housing Element would not result in any adverse impacts to biological resources. The Housing Element would not, in and of itself, result in impacts to State or federally protected wetlands as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts to State or federally protected wetlands would be potentially significant. Potential biological impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal

is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not have a substantial adverse effect on State or federally protected wetlands. No mitigation is required.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. As described above, the 2021–2029 Housing Element would not result in any adverse impacts to biological resources. The Cypress General Plan Conservation/Open Space/Recreation Element addresses the long-range conservation, preservation, and enhancement of the City's open space and natural environment. The 2021–2029 Housing Element would not, in and of itself, result in impacts to the movement of any native resident or migratory fish or wildlife species as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any impacts would be potentially significant. Potential biological impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts as part of the environmental review process. Therefore, the proposed project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or impede the use of native wildlife nursery sites. No mitigation is required.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The 2021–2029 Housing Element has been prepared to be consistent with the City's adopted local policies and ordinances protecting biological resources. Future development projects allowed under the rezoning program would be required to be consistent with local policies and ordinances. The City has a Landmark Tree Ordinance in its Municipal Code that protects designated landmark trees, which are specifically identified in the City's *Inventory of Landmark Trees* (July 1996). Additionally, per Article IV of the City's Municipal Code, Street Trees, any tree within the public right-of-way belongs to the City of Cypress and any work conducted on street trees would be done in accordance with the City Council's adopted Parkway Tree Policy. Future development consistent with the Housing Element would be required to comply with the City's tree preservation requirements. Therefore, the proposed project would have no impact related to local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. No mitigation is required.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The City is not currently participating in a Habitat Conservation Plan, Natural Community Conservation Plan, or other habitat conservation plan. The Orange County Transportation Authority's (OCTA) 2016 Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) includes a Plan Area that covers the entirety of Orange County, including Cypress. The City is not a party to the OCTA NCCP/HCP, and development activity within the City is not subject to the provisions of the OCTA NCCP/HCP. Therefore, the proposed project would have no impact related to conflicts with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan. No mitigation is required.

4.5 CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

No Impact. The Cypress General Plan Conservation/Open Space/Recreation Element addresses the long-range conservation, preservation, and enhancement of Cypress's open space and natural environment. The Housing Element would not, in and of itself, result in impacts to historical resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential impacts to historical resources are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that development project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 of the *State CEQA Guidelines*. No mitigation is required.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

No Impact. The Housing Element is a policy document consistent with the General Plan. The Cypress General Plan Conservation/Open Space/Recreation Element addresses the long-range conservation, preservation, and enhancement of Cypress's open space and natural environment.

The Housing Element would not, in and of itself, result in impacts to archaeological resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether those projects would result in any potentially significant impacts. Potential impacts to archaeological resources are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. In addition, if project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Any evidence of cultural resources that might be unearthed in the process of construction would become immediate grounds for the halting all construction until the extent and significance of any find is properly catalogued and evaluated by archaeological and cultural resource authorities recognized as having competence by the State of California. Furthermore, if it can be concluded that a project would cause damage to a unique archaeological resource, appropriate mitigation measures would be required to preserve the resource in place, in an undisturbed state. Mitigation measures may include, but are not limited to, planning construction to avoid the site, deeding conservation easements, or capping the site prior to construction. Therefore, the proposed project would not cause a substantial adverse change in the significance of an archaeological resource. No mitigation is required.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

No Impact. The Housing Element would not, in and of itself, result in the disturbance of any human remains as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether the implementation of those projects could result in any potentially significant impacts. Potential cultural impacts are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. As described above, if project-specific environmental evaluation is required, any impacts identified with the proposed development projects would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Mitigation measures may include, but are not limited to, planning construction to avoid the site, deeding conservation easements, or capping the site prior to construction. Additionally, all future development would be required to comply with the State's Health and Safety Code Section 7050.5 in the event human remains are encountered. Therefore, the proposed project would not disturb any human remains, including those interred outside of dedicated cemeteries. No mitigation is required.

4.6 ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No Impact. The City of Cypress 2021–2029 Housing Element is a policy document consistent with the General Plan. The Housing Element would not, in and of itself, result in impacts to energy resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not actually amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential energy impacts are project-specific and cannot be assessed in a meaningful way until the specific details of a project are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards, including California Building Code requirements. New buildings must achieve compliance with 2019 Building and Energy Efficiency Standards and the 2019 California Green Building Standards requirements. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. No mitigation is required.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it would result in any impacts that could be potentially significant. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. Future housing development fostered by the Housing Element Update would be required to obtain permits and comply with federal, State, and local regulations aimed at reducing energy consumption. Federal and state energy regulations, such as the California Energy Code Building Energy Efficiency Standards (California Code of Regulations [CCR] Title 24, Part 6), the California Green Building Standards Code (CALGreen Code) (CCR Title 24, Part 11), and SB 743 transportation-related impact analysis requirements would also be imposed through future development permit review to minimize future energy consumption. Therefore, future development fostered by the proposed project would be required to be consistent with applicable federal, State, and local laws, policies, and regulations related to renewable energy and energy efficiency. The proposed project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. No mitigation is required.

4.7 GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Impact Analysis

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidences of known fault? (Refer to Division of Mines and Geology Special Publication 42.)

ii. Strong seismic ground shaking?

iii. Seismic-related ground failure, including liquefaction?

iv. Landslides?

No Impact. The City of Cypress 2021–2029 Housing Element would not, in and of itself, result in impacts to geology and soils, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning

program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Any future housing development would continue to be required to adhere to the California Building Code (CBC) and other standards and regulations for building designs. Impacts resulting from ground shaking, ground failure, landslides, and liquefaction hazards would be required to comply with existing codes and adherence with the recommendations of the project-specific geotechnical report, including engineered site preparation and adequate structural design. Any proposed construction would be required to implement appropriate engineering design in conformance with the recommended geotechnical standards for construction. Therefore, the proposed project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death. No mitigation is required.

b) Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. The 2021–2029 Housing Element would not, in and of itself, result in substantial soil erosion or the loss of topsoil, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Future housing development would be subject to permits and required to adhere to all federal, State, and local requirements for avoiding and minimizing impacts concerning soil erosion or loss of topsoil. Short-term construction-related erosion would be addressed through compliance with the National Pollution Discharge Elimination System (NPDES) program, which requires implementation of a Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) intended to reduce soil erosion. Considering these requirements, the proposed project would not result in substantial soil erosion or the loss of topsoil. No mitigation is required.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on any soil resources as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine that any potential impacts are less than significant. Future housing development would be subject to permits and required to adhere to all federal, State, and local requirements for avoiding and minimizing impacts caused by unstable geological units or soils and would require adherence with the recommendations of a project-specific geotechnical report,

including engineered site preparation and adequate structural design. Any proposed construction would be required to implement appropriate engineering design in conformance with the recommended geotechnical standards for construction. Therefore, the proposed project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the proposed project. No mitigation is required.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating direct or indirect substantial risks to life or property?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact related to expansive soils, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine that any potential impacts are less than significant. Any future housing development that is fostered by the Housing Element would be subject to permits and required to adhere to all federal, State, and local requirements for avoiding and minimizing impacts caused by expansive soils and would require adherence with the recommendations of a project-specific geotechnical report, including engineered site preparation and adequate structural design. Any proposed construction would be required to implement appropriate engineering design in conformance with the recommended geotechnical standards for construction. Therefore, the proposed project would not create direct or indirect substantial risks to life or property as a result of expansive soils. No mitigation is required.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact related to the use of septic tanks or alternative wastewater disposal systems, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. As described above, future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. However, any future housing development that is fostered by the Housing Element Update would be in areas served by the City's sanitary sewer system and would therefore not use septic tanks or other alternative wastewater disposal systems. Therefore, no impact would occur, and no mitigation is required.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on any unique paleontological resources or unique geologic features, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's

unmet housing needs; however, it does not actually amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential impacts to paleontological resources are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. Future housing development fostered by the Housing Element Update would be subject to permits and required to adhere to all federal, State, and local requirements for avoiding and minimizing impacts to paleontological resources. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. No mitigation is required.

4.8 GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Impact Analysis

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No Impact. The City of Cypress 2021–2029 Housing Element would not, in and of itself, result in the emission of greenhouse gases (GHG) as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not actually amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it would result in any potentially significant impacts.

While future projects would emit GHGs, existing regulations and standards that would apply to any future residential development would significantly reduce GHG emissions associated with future projects. Future development allowed under the rezoning program may require project-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts. Potential GHG-related impacts cannot be assessed in a meaningful way until specific details regarding the type and location of a project are known. At such time that a housing development proposal is considered, it would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. No mitigation is required.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. As a policy document, the Housing Element would not, in and of itself, result in the emission of GHGs as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Existing regulations and standards that would apply to any future residential development, would reduce GHG emissions associated with future projects. Future development allowed under the rezoning program may require project-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts. The City of Cypress has not adopted a GHG reduction plan. In addition, the City has not completed the GHG inventory, benchmarking, and goal-setting process required to identify a reduction target and to take advantage of the streamlining provisions contained in the *State CEQA Guidelines* amendments adopted for SB 97. Since no other local or regional climate action plan is in place, future projects may be assessed for their consistency with the California Air Resources Board's (CARB) adopted Scoping Plan.[1] This would be achieved with an assessment of a project's compliance with the elements of the Scoping Plan. In addition, future projects would be required to comply with Title 24 of the CCR established by the California Energy Commission (CEC) regarding energy conservation and green-building standards. Therefore, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. No mitigation is required.

[1] CARB. 2017. November. California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target. Website: https://ww2.arb.ca.gov/sites/default/files/classic//cc/scopingplan/scoping_plan_2017.pdf (accessed June 22, 2021).

4.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Impact Analysis

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No Impact. Adoption of the City of Cypress 2021–2029 Housing Element Update would not have an impact from the routine transport, use, or disposal of hazardous materials, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program would be required to comply with applicable State and federal regulations for the proper transport, use, storage, and disposal of hazardous materials and hazardous waste and may require project-specific environmental evaluation in order to determine whether it

would result in any potentially significant impacts. Potential hazard-related impacts are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that development project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. No mitigation is required.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. Adoption of the Housing Element Update would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. All future development allowed under the rezoning program would be required to comply with applicable State and federal regulations for proper handling of hazardous materials and may require project-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts. Potential hazard-related impacts are location- and project-specific and cannot be assessed in a meaningful way until specific details of a project and its location are known. At such time that a development proposal is considered, that development project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. No mitigation is required.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. As described above, adoption of the Housing Element Update would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Any future housing development allowed under the rezoning program would need to adhere to mandatory requirements and regulations related to the emissions or handling of hazardous materials, substances, or wastes near schools to reduce the potential for impacts to schools. As a result, future housing development facilitated by the Housing Element Update would not conflict with any State or local plan aimed at preventing emissions or handling of hazardous materials near schools. All future

development allowed under the rezoning program may require project-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts. Potential hazard-related impacts are location- and project-specific and cannot be assessed in a meaningful way until specific details of a project and its location are known. At such time that a development proposal is considered, that development project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. No mitigation is required.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. As described above, adoption of the 2021–2029 Housing Element Update would not result in impacts related to hazardous materials sites, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. All future development would require site-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts related to hazardous materials sites. At such time that a development proposal is considered, that development project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would result in no impacts related to hazardous materials sites. No mitigation is required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

No Impact. Adoption of the 2021–2029 Housing Element Update would not result in impacts related to safety hazards in the vicinity of airports, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

There are no public or private airports located within the City's limits. The closest airport to the City is the Joint Forces Training Base (JFTB) Los Alamitos, which is located approximately 0.5 mile southwest of the City's boundaries in the neighboring City of Los Alamitos. The facilities at JFTB Los Alamitos include two runways and associated taxiways, ramp space, and hangars. According to the *Airport Environs Land Use Plan for JFTB Los Alamitos,*[1] the entire City is within the Federal Aviation Administration's (FAA) Part 77 Notification Area and most of the City, with the exception of the

[1] Airport Land Use Commission. 2017. Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos. August 17.

northernmost portion of the City, is within an AELUP height restriction zone for JFTB Los Alamitos.[1] The second closest airport is the Long Beach Municipal Airport, located approximately 4.5 miles west of the City in Long Beach. According to the Los Angeles County Airport Land Use Plan,[2] the northernmost portion of the City is located within the Part 77 Notification Area for the Long Beach Municipal Airport. Height limitations are imposed on projects within a height restriction zone so that structures or trees (1) do not obstruct the airspace required for take off, flight, or landing of aircraft at an airport, or (2) are not otherwise hazardous to the landing or taking off of aircraft.

Any future development allowed under the rezoning program would be required to comply with all appropriate Federal Aviation Administration (FAA) standards and requirements, including notifying the FAA of any proposed structure(s) that would penetrate the 100 to 1 imaginary surface the surrounds the runways at JFTB Los Alamitos and the Long Beach Municipal Airport, to ensure potential aviation hazards are avoided. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, implementation of the proposed project would not result in a safety hazard for people residing or working in the project area. No mitigation is required.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. Adoption of the 2021–2029 Housing Element Update would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. All future development allowed under the rezoning program may require site-specific environmental evaluation in order to determine whether it would result in any potentially significant impacts related to adopted emergency response plans and emergency evacuation plans. All future housing development would be required to meet the fire department and emergency personnel access requirements and therefore would not interfere with emergency response and evacuation plans. Therefore, implementation of the proposed project would not interfere with an adopted emergency response plan and/or emergency evacuation plan. No impact would occur, and no mitigation is required.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. Adoption of the 2021–2029 Housing Element Update would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland

[1] Orange County Airport Land Use Commission. 2016. *Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos*. Website: http://www.ocair.com/commissions/aluc/docs/JFTB-AELUP2016 ProposedFINAL.pdf (accessed December 29, 2019).

[2] Los Angeles County Airport Land Use Commission. 2014. Los Angeles County Airport Land Use Plan. December 1.

fires, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future housing development allowed under the rezoning program would be located in an urban area and would not expose people or structures to a substantial risk of wildfires. Therefore, there would be no risk of loss, injury, or death involving wildland fires. No impact would occur, and no mitigation is required.

This page intentionally left blank

4.10 HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒
k) Result in an increase in pollutant discharges to receiving waters? Consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash)	☐	☐	☐	☒
l) Result in significant alteration of receiving water quality during or following construction?	☐	☐	☐	☒
m) Could the proposed project result in increased erosion downstream?	☐	☐	☐	☒
n) Result in increased impervious surfaces and associated increased runoff?	☐	☐	☐	☒
o) Create a significant adverse environmental impact to drainage patterns due to changes in runoff flow rates or volumes?	☐	☐	☐	☒

p)	Be tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?	☐	☐	☐	☒
q)	Be tributary to other environmentally sensitive areas? If so, can it exacerbate already existing sensitive conditions?	☐	☐	☐	☒
r)	Have a potentially significant environmental impact on surface water quality to either marine, fresh, or wetland waters?	☐	☐	☐	☒
s)	Have a potentially significant adverse impact on groundwater quality?	☐	☐	☐	☒
t)	Cause or contribute to an exceeded applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses?	☐	☐	☐	☒
u)	Impact aquatic, wetland, or riparian habitat?	☐	☐	☐	☒
v)	Would the project include new or retrofitted stormwater treatment control Best Management Practices (e.g., water quality treatment basin, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g., increased vectors or odors)?	☐	☐	☐	☒

Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements?

Or

f) Would the project otherwise substantially degrade water quality?

Or

k) Would the project result in an increase in pollutant discharges to receiving waters? Consider water quality parameters such as temperature, dissolved oxygen, turbidity and other typical stormwater pollutants (e.g., heavy metals, pathogens, petroleum derivatives, synthetic organics, sediment, nutrients, oxygen-demanding substances, and trash)

Or

l) Would the project result in significant alteration of receiving water quality during or following construction?

Or

r) Would the project have a potentially significant environmental impact on surface water quality to either marine, fresh, or wetland waters?

No Impact. Adoption of the City of Cypress 2021–2029 Housing Element would not have an impact on hydrology or water resources, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing

Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan.

After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether any potential impacts are less than significant. Potential water-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. If a project proposes to disturb more than 1 acre of soil, the State requires that a Storm Water Pollution Prevention Plan (SWPPP), which includes BMPs, be prepared. BMP examples generally include an effective combination of erosion and sediment controls, which include barriers such as silt fences, hay bales, drain inlet protection, and gravel bags, etc. Existing vegetation should be preserved as much as possible. Therefore, there would be no impacts. No mitigation is required.

b) Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on groundwater supplies or groundwater recharge, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require project-specific environmental evaluation in order to determine whether it could result in any potentially significant impacts. Future housing development fostered by the Housing Element Update would be required to incorporate features that would reduce impervious area, as feasible, and promote water infiltration. Treatment control and hydromodification management facilities would promote retention and infiltration of stormwater. Redevelopment of developed sites requires compliance with water quality standards intended to reduce runoff, increase infiltration, and improve water quality. Potable water would be obtained from the Orange County Water District (OCWD). Increased water use would not substantially affect groundwater supplies because the groundwater basin has been sustainably managed by OCWD over the last 10 years, and it is anticipated that the Coastal Plain of the Orange County Groundwater Basin will continue to be sustainably managed with implementation of the Basin 8-1 Alternative. The Basin 8-1 Alternative establishes objectives and criteria for groundwater management within the Coastal Plain of the Orange County Groundwater Basin.[1]

[1] Orange County Water District. 2017. Basin 8-1 Alternative – OCWD Management Area. January 1, 2017.

Future housing development would be required to adhere to all federal, State, and local requirements for avoiding and minimizing construction and operations impacts to groundwater supplies. Considering these requirements, future housing development fostered by the Housing Element Update would not decrease groundwater supplies or interfere substantially with groundwater recharge such that the Housing Element Update may impede sustainable groundwater management of the basin. Therefore, there would be no impact, and no mitigation is required.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Or

d) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Or

e) Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Or

m) Could the proposed project result in increased erosion downstream?

Or

n) Would the project result in increased impervious surfaces and associated increased runoff?

Or

o) Would the project create a significant adverse environmental impact to drainage patterns due to changes in runoff flow rates or volumes?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on existing drainage patterns of a site or area or create or contribute runoff water, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it would result in any potentially significant impacts. Future development may be subject to site-specific environmental studies as determined by the City and would comply with applicable policies related to hydrology and water quality issues, including the requirements of the Federal Water Pollution Control Act as enforced by the State Regional Water Control Board, which requires compliance with the NPDES permit for construction runoff and long-term urban runoff. Future housing development would be

required to adhere to all federal, State, and local requirements for avoiding construction and operations impacts that could substantially alter the existing drainage pattern or alter the course of a stream or river. Considering these requirements, future housing development facilitated by the Housing Element Update would not substantially alter the existing drainage pattern of the site or area. This includes no alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, or provide substantial additional sources of polluted runoff. Therefore, no impacts would occur, and no mitigation is required.

g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

Or

h) Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. The vast majority of the City is located in Federal Emergency Management Agency (FEMA) Flood Zone X, 'Area of Minimal Flood Hazard'. Select areas of the City generally located adjacent to the Carbon Creek and Bolsa Chica storm drain channels are subject to inundation by the 1-percent-annual-chance flood event (Zone A). Adoption of the Housing Element Update would not place structures within a 100-year flood hazard area that would impede or redirect flood flows, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential flood-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not place structures within a 100-year flood hazard area that would impede or redirect flows. No mitigation would be required.

i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No Impact. As described in the Cypress General Plan Safety Element, the City is located within the dam inundation area of three dams: Prado, Carbon Canyon and Whittier Narrows.[1] Prado Dam is located approximately 23 miles northeast of the City in Riverside County. The dam was designed in the 1930s but has recently increased its functioning capability due to the Seven Oaks Dam, which was

[1] City of Cypress. 2001. City of Cypress General Plan Safety Element. October 5.

completed in November 1999 and is located approximately 40 miles upstream on the Santa Ana River. During a flood, Seven Oaks Dam will store water destined for Prado Dam for as long as the reservoir pool at Prado Dam is rising. When the flood threat at Prado Dam has passed, Seven Oaks Dam will begin to release its stored flood water at a rate that does not exceed the downstream channel capacity. Working in tandem, the Prado and Seven Oaks Dams provide increased flood protection to Orange County.

In addition, construction of the Santa Ana River Mainstem Project was initiated in 1989 and is scheduled for completion in 2021. The Santa Ana River Mainstem Project will increase levels of flood protection to more than 3.35 million people in Orange, San Bernardino, and Riverside Counties. Improvements to 23 miles of the Lower Santa Ana River channel, from Prado Dam to the Pacific Ocean, are 95 percent complete, with the remaining bank protection improvements in Yorba Linda currently under construction. Improvements to the Santa Ana River channel include construction of new levees and dikes. In addition, the Santa Ana River Mainstem Project includes improvements to Prado Dam that are currently underway and are estimated to be completed in 2021. The Prado Dam embankment has been raised and the outlet works have been reconstructed to convey additional discharges. Remaining improvements to Prado Dam include acquisition of additional land for the expansion of the Prado Reservoir, construction of protective dikes, and raising of the spillway.[1]

Carbon Canyon Dam, located in the northeastern portion of the City of Brea, is an earthfill dam that was designed to hold 12,000-acre feet of water. If dam waters were to exceed this capacity, the portion of Cypress below Orange Avenue could be completely covered. The Whittier Narrows Dam is located in Pico Rivera and is also of earthfill construction. The City has prepared emergency evacuation plans for the Prado, Carbon Canyon, and Whittier Narrows Dams.

Adoption of the 2021–2029 Housing Element Update would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential flood-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. The potential for dam failure is remote and the City's emergency evacuation plans would be implemented if these dams were susceptible to rupture during heavy rains or other events. Therefore, there would be no impact related to the exposure of people and structures to significant risk associated with flooding as a result of dam failure. No mitigation is required.

[1] Orange County Public Works. 2019. Orange County Flood Division. Santa Ana River Project. Website: http://www.ocflood.com/sarp (accessed April 16, 2021).

j) Would the project be subject to inundation by seiche, tsunami, or mudflow?

No Impact. There are no open bodies of water in the vicinity of the City; therefore, it is not located within an inundation zone of a seiche. The City is also relatively flat and not at risk from mudflow. The City is located approximately 5 miles northeast of the Pacific Ocean and is not located within a tsunami inundation zone, according to the Orange County Tsunami Inundation Maps.[1]

Adoption of the 2021–2029 Housing Element Update would not result in impacts related to inundation by seiche, tsunami, or mudflow, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Furthermore, as discussed above, no areas within the City are prone to inundation due to seiche, tsunami, or mudflow. Therefore, no impact from inundation by seiche, tsunami, or mudflow would occur, and no mitigation is required.

p) Would the project be tributary to an already impaired water body, as listed on the Clean Water Act Section 303(d) list? If so, can it result in an increase in any pollutant for which the water body is already impaired?

Or

q) Would the project be tributary to other environmentally sensitive areas? If so, can it exacerbate already existing sensitive conditions?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on hydrology or water resources, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential water-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. If a project proposes to disturb more than 1 acre of soil, the State requires that a SWPPP, which includes BMPs, be prepared. BMP examples generally include an effective combination of erosion and sediment controls, which include barriers such as silt fences, hay bales, drain inlet protection, and gravel bags, etc. Existing vegetation should be preserved as much as possible. Therefore, there would be no impacts to impaired water bodies or other environmentally sensitive areas. No mitigation is required.

s) Would the project have a potentially significant adverse impact on groundwater quality?

[1] California Department of Conservation. 2019. Orange County Tsunami Inundation Maps. Website: https://www.conservation.ca.gov/cgs/tsunami/maps/orange (accessed April 16, 2021).

Or

t) Would the project cause or contribute to an exceeded applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses?

No Impact. Adoption of the 2021–2029 Housing Element Update would not have an impact on surface or groundwater quality, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Future housing development allowed under the rezoning program may be required to incorporate features that would capture and treat stormwater runoff on-site and reduce the volume of stormwater and the infiltration of pollutants into groundwater. Future housing development would be required to adhere to all federal, State, and local requirements for avoiding and minimizing construction and operations impacts to surface and groundwater. Considering these requirements, future housing development fostered by the Housing Element Update would not have a potentially significant adverse impact on groundwater quality or cause or contribute to exceeded applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses. Therefore, there would be no impact, and no mitigation is required.

u) Would the project impact aquatic, wetland, or riparian habitat?

No Impact. The City is currently developed and located in an urban area. Runoff from the City is directed toward one of two storm drainage channels before reaching the Pacific Ocean. The southeastern portion of the City drains toward the Bolsa Chica Channel, a rock-lined trapezoidal channel that does not provide aquatic, wetland, or riparian habitat. Anaheim Bay, the ultimate receiving water from the Bolsa Chica Channel, is a wetland that supports aquatic and riparian habitat. The northern and western portions of the City drain toward the San Gabriel River, which does not provide aquatic, wetland, or riparian habitat. The Housing Element would not, in and of itself, result in impacts to aquatic, wetland, or riparian habitat as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential impacts to aquatic, wetland, or riparian habitat are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental review is required, any potentially significant impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not impact aquatic, wetland, or riparian habitat. No mitigation is required.

v) Would the project include new or retrofitted stormwater treatment control Best Management Practices (e.g., water quality treatment basin, constructed treatment wetlands), the operation of which could result in significant environmental effects (e.g., increased vectors or odors)?

No Impact. Adoption of the Housing Element Update would not have an impact related to stormwater treatment control BMPs, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Impacts related to any proposed stormwater treatment control BMPs would be addressed through project-specific environmental evaluation. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental review is required, any potentially significant impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, there would be no impacts. No mitigation is required.

This page intentionally left blank

4.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Impact Analysis

a) Would the project physically divide an established community?

No Impact. Although the City has identified several opportunity sites that are candidates for meeting its unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The location and nature of development will continue to be guided by the City's General Plan and Zoning Ordinance.

The Housing Element would not, in and of itself, result in the physical division of an established community, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential land use-related impacts are location- and project-specific and cannot be assessed in a meaningful way until specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any potentially significant impacts identified with the proposed development project would be addressed through mitigation measures imposed as part of the environmental review process. Therefore, there would be no impact related to the physical division of an established community. No mitigation is required.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The City of Cypress 2021–2029 Housing Element sets forth the City's policies and detailed programs for meeting existing and future housing needs as determined by the Regional Housing Needs Assessment (RHNA) process, for preserving and enhancing neighborhoods, and for increasing

affordable housing opportunities for extremely low, very-low, low, and moderate income persons and households. As described previously, although the City has identified several opportunity sites that are candidates for meeting its unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The location and nature of development will continue to be guided by the City's General Plan and Zoning Ordinance. With implementation of the rezoning program, the 2021–2029 Housing Element would be consistent with the City's Zoning Ordinance and other elements in its General Plan.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential land use-related impacts are location- and project-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any potentially significant impacts identified with the proposed development project would be addressed through mitigation measures imposed as part of the environmental review process.

Therefore, the proposed project would have no impacts related to conflicts with land use plans, policies, or regulations. No mitigation is required.

4.12 MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Surface Mining and Reclamation Act (SMARA) enacted by the California Legislature in 1975 provides guidelines to assist with classification and designation of mineral lands. These areas were designated under the basis of several geologic factors but not in regard to existing land uses and ownership. These Mineral Resource Zones (MRZs) are divided into the following four categories:

- **MRZ-1:** An area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- **MRZ-2:** An area where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- **MRZ-3:** An area containing mineral deposits of which their significance cannot be properly evaluated.
- **MRZ-4:** An area where information is not adequate enough to be able to assign to any other MRZ zone.

From these four categories, areas classified as MRZ-2 are considered to of the greatest importance. Under an MRZ-2 classification, areas have been found to possess a high likelihood for the presence of a significant amount of mineral deposits. Additionally, MRZ-2 areas are designated by the State of California Mining and Geology Board as being "regionally significant."

The entirety of the City of Cypress is shown to not contain any MRZ-2 zones or be within proximity to these areas.[1] There are no known mineral resources in the City and future extraction of mineral resources is very unlikely due to the urbanized nature of the area.

[1] California Department of Conservation (DOC). Division of Mines and Geology. 1981. Mineral Land Classification Map. Los Alamitos Quadrangle. Special Report 143, Plate 3.17.

The Housing Element would not, in and of itself, result in impacts to mineral resources as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. All future development allowed under the rezoning program may require subsequent project-specific environmental evaluation in order to determine whether it could result in any potentially significant impacts. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental review is required, any impacts identified with the proposed development project would be addressed through mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, no impacts related to the loss of availability of a known mineral resource would occur, and no mitigation is required.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. As stated in above, the City is clearly shown to not be a part of a mineral resource zone containing any known valuable mineral resources, which would suggest a high unlikelihood of minerals being extracted in the City. Additionally, the Housing Element would not, in and of itself, result in impacts to mineral resources as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential mineral-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, no impact would occur, and no mitigation is required.

4.13 NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. Adoption of the City of Cypress 2021–2029 Housing Element Update would not result in exposure of persons to noise in excess of established standards, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential noise-related impacts are project- and location-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards. If project-specific environmental review is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, there would be no impacts related to the generation of a substantial temporary or permanent increase in ambient noise levels. No mitigation is required.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

No Impact. As described above, adoption of the 2021–2029 Housing Element Update would not result in the generation of excessive vibration or groundborne noise, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential vibration-related impacts are project- and location-specific and cannot be assessed in a meaningful way until the specific details of a project and its location are known. At such time that a housing development proposal is considered, it would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not result in the generation of excessive groundborne vibration or groundborne noise levels. No mitigation is required.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The closest airport to the City is the Joint Forces Training Base (JFTB) Los Alamitos, which is located approximately 0.5 mile southwest of the City's boundaries in the neighboring City of Los Alamitos. According to the *Airport Environs Land Use Plan for JFTB Los Alamitos*[1] and Exhibit SAF-8[2] in the Safety Element of the City's General Plan, southeastern portions of the City are within the 60 and 65 dBA CNEL (A-weighted decibel community noise equivalent level) noise contours for JFTB Los Alamitos, which are defined by the Airport Environs Land Use Plan as Noise Impact Zone 2 (moderate noise impacts) and Noise Impact Zone 1 (high noise impacts). These areas of the City are primarily composed of business park facilities; however, some existing residences are within these noise contours. None of the opportunity sites identified in the Housing Element are located within either of the Noise Impact Zones identified in the Airport Environs Land Use Plan.

The second closest airport is the Long Beach Municipal Airport, located approximately 4.5 miles west of the City in Long Beach. According to the Los Angeles County Airport Land Use Plan,[3] the entire City is located outside of the 65 dBA CNEL noise contour for the Long Beach Municipal Airport. Therefore, aircraft noise generated from the two closest airports would not expose people residing or working on the project site to excessive noise levels due to the proximity of a public airport.

Adoption of the 2021–2029 Housing Element Update would not result in the exposure of people residing or working in the project area to excessive noise levels, as the Housing Element does not entitle, propose, or otherwise require the construction of new development or rehabilitation of

1 Airport Land Use Commission. 2017. Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos. August 17.

2 City of Cypress. General Plan Safety Element.

3 Los Angeles County Airport Land Use Commission. 2014. Los Angeles County Airport Land Use Plan. December 1.

existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential noise-related impacts are location-specific and cannot be assessed until the location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards, including review by the Orange County Airport Land Use Commission to confirm that a proposed housing development is consistent with the *Airport Environs Land Use Plan for JFTB Los Alamitos*. If project-specific environmental review is required, any impacts identified with the development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels. No mitigation is required.

This page intentionally left blank

4.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Analysis

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. The project represents a revision to the City's existing Housing Element as required by State law. SCAG has allocated the following RHNA to the City of Cypress for the 2021–2029 Housing Cycle, as shown in Table 4.14.A. This RHNA represents the City's fair share of the housing needs for the Southern California region, including an equitable share of affordable housing.

Table 4.14.A: Regional Housing Needs Assessment, 2021–2029

Income Level	Number of Units	Percent of Total RHNA
Very Low* (<50% of AMI)	1,150	29.2%
Low (50–80% of AMI)	657	16.7%
Moderate (80–120% of AMI)	623	15.8%
Above Moderate (>120% of AMI)	1,506	38.3%
TOTAL	**3,936**	**100%**

Source: Southern California Association of Governments (SCAG). 2021. 6th Cycle Final RHNA Allocation.
Note: An estimated half of Cypress' very-low-income housing needs (573 units) are for extremely low-income households earning less than 30% of AMI).
AMI = Area Median Income
RHNA = Regional Housing Needs Assessment

As part of the 2021–2029 Housing Element Update, the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs. Amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021–2029 Housing Element Update contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other

elements in its General Plan. After the State certifies the 2021–2029 Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The 2021–2029 Housing Element Update recommends various housing programs to assist in providing housing for all income levels including extremely low-, very low-, low-, moderate-, and above moderate-income households. The housing element is one part of the General Plan, which establishes policy to guide the orderly development of the community. The 2021–2029 Housing Element Update sets forth programs and policies to facilitate housing conservation, maintenance, and diversity, and no aspect of the project involves the displacement of existing residents.

The 2021–2029 Housing Element Update would not, in and of itself, result in impacts related to population and housing, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in potentially significant impacts. Potential impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. If project specific environmental review is required, any potentially significant impacts identified with the proposed development project would be addressed through compliance with applicable adopted development guidelines/standards and mitigation measures specific to any potentially significant impacts, imposed as part of the environmental review process. Therefore, the proposed project would not induce substantial unplanned population growth in an area of the City. No mitigation is required.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The 2021–2029 Housing Element Update contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the 2021–2029 Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The 2021–2029 Housing Element Update would not, in and of itself, result in impacts from the displacement of people or housing, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Potential impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. If project-specific environmental review is required, any potentially significant impacts identified with the proposed development project would be addressed through compliance with applicable adopted development guidelines/standards and mitigation measures specific to any potentially significant impacts, imposed as part of the environmental review process. Therefore, no impacts related to the displacement of substantial numbers of existing people or housing would occur. No mitigation is required.

4.15 PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

I. Fire protection?

II. Police protection?

III. Schools?

IV. Parks?

V. Other public facilities?

No Impact. The primary purpose of the City of Cypress 2021–2029 Housing Element Update is to establish City housing goals, objectives, and policies, address governmental constraints, and identify opportunities to meet housing needs for the next 8 years. Although the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021–2029 Housing Element Update contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with

the implementation of the rezoning program, including any corresponding changes in land uses and development intensities.

The 2021–2029 Housing Element Update would not, in and of itself, result in environmental impacts associated with the construction of new or additional facilities needed as a result of reduced public service performance objectives as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential public services-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a housing development proposal is considered, it would be subject to adopted development guidelines/standards. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities. No mitigation is required.

4.16 RECREATION

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Impact Analysis

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Or

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The City of Cypress 2021–2029 Housing Element Update would not, in and of itself, result in impacts to parks or recreational facilities as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Although the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021–2029 Housing Element Update contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities.

Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it could result in any potentially significant impacts. Potential recreation-related impacts are location-specific and cannot be assessed in a meaningful way until the location of a project site is known. At such time that a specific development proposal is considered, that project would be subject to adopted development guidelines/standards. Section 25-43 of the City's Municipal Code establishes a standard of 3.0 acres of land per 1,000 residents for park and recreational purposes, and an additional 1.5 acres of land per 1,000 residents for such purposes that are made available at K–12 schools through a cooperative arrangement between the City and local school districts and local park and recreation districts. This results in a total of 4.5 acres of land

per 1,000 residents. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations (as described above) and with any mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Therefore, the proposed project would not result in impacts to recreational facilities. No mitigation is required.

4.17 TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Impact Analysis

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Or

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

No Impact. The City of Cypress 2021–2029 Housing Element Update is consistent with regulations to promote pedestrian and bicycle pathways, transit, and other actions to decrease Vehicle Miles Traveled (VMT) within the City. New development would be subject to policies described in the Circulation Element of the General Plan, as well as other policies that promote reduction of VMT. Therefore, the 2021–2029 Housing Element Update would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system. The 2021–2029 Housing Element Update would not, in and of itself, result in transportation impacts, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development.

Although the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021-2029 Housing Element Update contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the

environmental review process. Therefore, the proposed project would have no impacts related to *State CEQA Guidelines* Section 15064.3, subdivision (b). No mitigation is required.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Or

d) Would the project result in inadequate emergency access?

No Impact. As described above, the 2021–2029 Housing Element Update would not, in and of itself, result in transportation impacts, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations, with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Street designs for future roads would be required to conform to the typical street widths and design elements. The roadway design standards for the City of Cypress are based on engineering standards and on evolving policies and practices regarding the City's transportation infrastructure. The roadway design standards meet both State and nationally acceptable design criteria. All street improvements within the City would be subject to the approval of the City Engineer; furthermore, these improvements would be subject to the standards of the latest adopted edition of the Caltrans' *Highway Design Manual*, where applicable. Long-term congestion relief resulting from implementation of the Circulation Element would improve emergency access throughout the City for police, fire, and emergency protection services. Therefore, no dangerous design components or inadequate emergency access would occur. Therefore, the proposed project would not result in impacts related to inadequate emergency access. No mitigation is required.

4.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? Or

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. AB 52 and CEQA Public Resources Code Section 21080.3.1, subdivisions (b), (d), require a lead agency to consult with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a proposed project. The Native American Heritage Commission (NAHC) was contacted on January 19, 2021, to conduct a Sacred Lands File (SLF) search and provide a Native American Contact List for the project site pursuant to AB 52 and

CEQA Public Resources Code Section 21080.3.1, subdivisions (b), (d). The NAHC responded on February 16, 2021, stating that an SLF search was completed for the project site with negative results. The NAHC recommended that 17 Native American individuals representing the Diegueño, Gabrielino, Juaneño, Cupeño Luiseño, Cahuilla, Cahuilla Luiseño, and Kumeyaay groups be contacted for information regarding cultural resources that could be affected by the proposed project. Letters were also sent to two additional individuals who had requested to be notified of projects during AB 52 consultation (and were not listed by the NAHC), representing the Cahuilla Luiseño, Juaneño, and Gabrielino groups. Nineteen individuals were contacted through letters sent via U.S. Postal Service Certified Mail on February 25, 2021. One response was received from the Gabrieleño Band of Mission Indians – Kizh Nation on March 22, 2021, requesting consultation. The City responded to clarify that the project does not involve ground disturbance and asked whether the Tribe still wished to consult. The Tribe responded that there is no need for consultation if there is no ground disturbance.

California Government Code Section 65352.3 (adopted pursuant to the requirements of SB 18) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a general or specific plan, or to designate open space that includes Native American Cultural Places. The tribal organizations eligible to consult have traditional lands in a local government's jurisdiction, and are identified, upon request, by the NAHC. The City conducted SB 18 outreach to California Native American tribes and provided an opportunity for the tribes to consult regarding the Housing Element Update. The NAHC was contacted on January 19, 2021, to conduct an SLF search and provide a Native American Contact List for the project site pursuant to SB 18. The NAHC responded on February 16, 2021, stating that an SLF search was completed for the project site with negative results. The NAHC recommended that 17 Native American individuals representing the Diegueño, Gabrielino, Juaneño, Cupeño Luiseño, Cahuilla, Cahuilla Luiseño, and Kumeyaay groups be contacted for information regarding cultural resources that could be affected by the proposed project. Letters were also sent to two additional individuals who had requested to be notified of projects during AB 52 consultation (and were not listed by the NAHC), representing the Cahuilla Luiseño, Juaneño, and Gabrielino groups. Nineteen individuals were contacted through letters sent via U.S. Postal Service Certified Mail on March 2, 2021. One response was received from the Gabrieleño Band of Mission Indians – Kizh Nation on March 22, 2021, requesting consultation. The City responded to clarify that the project does not involve ground disturbance and asked whether the Tribe still wished to consult. The Tribe responded that there is no need for consultation if there is no ground disturbance.

The 2021–2029 Housing Element Update identifies sites designated for residential development and does not propose specific development at this time. The 2021–2029 Housing Element Update contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The 2021–2029 Housing Element Update would not, in and of itself, result in impacts to tribal cultural resources, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Future development allowed under the rezoning program may require project-specific environmental evaluation. Potential tribal cultural-related impacts are location specific and cannot be

assessed in a meaningful way until the location of a project site is known. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations (such as consultation through AB 52), with mitigation measures specific to any potentially significant impacts, imposed as part of the tribal consultation and environmental review process. Therefore, the proposed project would have no impacts on tribal cultural resources. No mitigation is required.

This page intentionally left blank

4.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Impact Analysis

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. The City of Cypress 2021–2029 Housing Element Update would not, in and of itself, result in impacts related to the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Although the City has identified several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The 2021–2029 Housing Element Update contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Potential utilities and services-related impacts are location-specific and cannot be assessed in a meaningful way until the

location of a project site is known. At such time that a development proposal is considered, that project would be subject to adopted development guidelines/standards.

Therefore, the proposed project would have no impact to utilities and service systems. No mitigation is required.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

No Impact. The 2021–2029 Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. The Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the 2021–2029 Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations and with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process.

The City of Cypress is served by the West Orange County System of the Golden State Water Company (GSWC), a private water service provider. Water provided in the West Orange County System is a blend of groundwater from the Orange County Groundwater Basin and imported water. According to GSWC's 2015 Urban Water Management Plan (UWMP) for the West Orange County System, the company delivered 13,441 acre-feet of water to the service area in 2015. The total service demand was expected to increase to 16,442 acre-feet by 2020 and projected to increase to 17,010 acre-feet by 2035. According to the UWMP, the West Orange County System is expected to have the ability to supply 17,510 acre-feet of water in 2035, exceeding the projected demands.[1] Therefore, adequate water supply is available to accommodate the RHNA during the Housing Element planning period. Therefore, the proposed project would result in no impacts related to water supplies. No mitigation is required.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The 2021–2029 Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. After the State certifies the 2021–2029 Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental

[1] Golden State Water Company (GSWC). 2016. *2015 Urban Water Management Plan, West Orange.*

evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations and with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process.

Wastewater in the City of Cypress is collected, treated, and disposed of by the Orange County Sanitation District (OCSD). The OCSD provides wastewater collection, treatment, and recycling for approximately 2.6 million people living within a 479-square-mile area of central and northwestern Orange County.[1] According to the OCSD's 2020 Sewer System Management Plan, "OC San's CIP assures that older facilities are upgraded as needed to ensure adequate capacity through the system. OC San works under annual and long-range plans that have proven effective, and OC San is not currently experiencing capacity related problems. Indications of possible capacity problems seen by the Collections Facilities O&M Division are brought to the attention of the Engineering Department for further evaluation."[2] Therefore, there are no constraints on the availability of wastewater disposal or treatment.

SB 1087 also mandates priority sewage collection and treatment service to housing developments providing units affordable to lower-income households. The City would provide a copy of the adopted Housing Element to the OCSD within 30 days of adoption and the City would continue to coordinate with the OCSD to ensure priority service provision to affordable housing developments.

Therefore, the proposed project would not result in impacts related to the provision of wastewater treatment services. No mitigation is required.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. The 2021–2029 Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. After the State certifies the 2021–2029 Housing Element Update, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations and with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process.

The City currently contracts with Valley Vista Waste and Recycling Services, a private solid waste hauler, to collect and dispose of the solid waste generated throughout the City. Solid waste collected

1 Orange County Sanitation District (OCSD). 2018. *2018-2019 Annual Report.* Website: https://www.ocsd.com/Home/ShowDocument?id=29415 (accessed April 15, 2021).

2 OCSD. 2020. System Management Plan for Orange County Sanitation District. Website: https://www.ocsd.com/Home/ShowDocument?id=29880 (accessed April 15, 2021).

in the City by Valley Vista would be transported to one of the Class III landfills operated and maintained by Orange County Waste & Recycling (OCWR). OCWR owns and operates three active landfills (i.e., the Olinda Alpha Landfill in Brea, the Frank R. Bowerman Landfill in Irvine, and the Prima Deshecha Landfill in San Juan Capistrano). All three landfills are permitted as Class III landfills, which only accept non-hazardous municipal solid waste for disposal; no hazardous or liquid waste is accepted. County residents are able to dispose of their household hazardous waste items at any of OCWR's four household hazardous waste collection centers, located in the Cities of Anaheim, Huntington Beach, Irvine, and San Juan Capistrano.[1] Table 4.19.A identifies the Class III sanitary landfills operated by OCWR.

Table 4.19.A: Orange County Class III Landfills

Landfill	Location	Approximate Distance from City (miles)	Service
Frank R. Bowerman	11002 Bee Canyon Access Road Irvine, CA 92602	20	Commercial dumping; no public dumping
Olinda Alpha	1942 North Valencia Avenue Brea, CA 92823	14	Commercial dumping; public dumping allowed
Prima Deshecha	32250 La Pata Avenue San Juan Capistrano, CA 92675	31	Commercial dumping; public dumping allowed

Source: Orange County Waste & Recycling.

Of the three Class III landfills currently operated by OCWR, the closest active landfill to the City is the Olinda Alpha Landfill. The Olinda Alpha Landfill, which is currently permitted by the California Department of Resources, Recycling, and Recovery (CalRecycle) to receive a maximum of 8,000 tons per day (tpd) of waste, currently receives an average of approximately 7,000 tpd.[2] Therefore, the Olinda Alpha Landfill is currently operating at approximately 87.5 percent of its daily capacity. As of November 2014, the Olinda Alpha Landfill had an estimated remaining disposal capacity of 34,200,000 cubic yards.[3] If the State-permitted daily tonnage limit is reached at any County landfill, waste haulers are subject to diversion to local transfer stations located throughout the County.

Therefore, the proposed project would be served by existing landfills. Future housing development allowed under the rezoning program would be subject to discretionary permits and required to adhere to all federal, State, and local requirements for solid waste reduction and recycling. Considering these requirements, the Housing Element Update would not generate solid waste in excess of State or local standards, or in excess of local infrastructure's capacity. Therefore the proposed project would have no impact on planned solid waste capacity, and no mitigation is required.

1 OC Waste & Recycling (OCWR). Household Hazardous Waste. Website: http://www.oclandfills.com/hazardous (accessed April 15, 2021).

2 OCWR. Olinda Alpha Landfill. Website: http://www.oclandfills.com/landfill/active/olindalandfill (accessed April 15, 2021).

3 California Department of Resources Recycling and Recovery (CalRecycle). Solid Waste Information System Facility Detail: Olinda Alpha Sanitary Landfill. Website: https://www2.calrecycle.ca.gov/SWFacilities/Directory/30-AB-0035/Detail/ (accessed April 15, 2021).

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The 2021–2029 Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation. If project-specific environmental evaluation is required, any impacts identified with the proposed development project would be addressed through compliance with applicable regulations and with mitigation measures specific to any potentially significant impacts imposed as part of the environmental review process. Solid waste disposal practices in California are governed by multiple federal, State, and local agencies that enforce legislation and regulations ensuring that landfill operations minimize impacts to public health and safety and the environment. The California Integrated Waste Management Act (AB 939) changed the focus of solid waste management from landfill to diversion strategies (e.g., source reduction, recycling, and composting). The purpose of the diversion strategies is to reduce dependence on landfills for solid waste disposal. AB 939 established mandatory diversion goals of 25 percent by 1995, 50 percent by 2000, and 75 percent by 2020. The City provides curbside recycling for both residential and commercial uses, as well as curbside residential green waste, which both count toward the City's solid waste diversion rate. CalRecycle tracks and monitors solid waste disposal on a per capita basis.

Future projects allowed under the rezoning program would be required to comply with the City's Construction and Demolition Ordinance (City Ordinance No. 1166). The Applicant/Developer would also be required to submit a Materials Questionnaire should the contractor haul away its own demolition waste. As stipulated by City Ordinance No. 1097 and the 2019 California Green Building Standards, the future projects would be required to divert a minimum of 65 percent of construction and demolition debris in order to obtain building permits.[1] Additionally, Valley Vista Services certifies 75 percent diversion for all construction and demolition material,[2] which would contribute to an increased waste diversion rate within the City.

Future projects would be required to comply with existing and future statutes and regulations, including waste diversion programs mandated by City, State, and federal law. Therefore, the proposed project would not result in an impact related to federal, State, and local statutes and regulations related to solid wastes, and no mitigation is required.

1 City of Cypress. Construction and Demolition Recycling Requirement. Website: http://www.cypressca.org/work/building-division/c-d-recycling-requirement (accessed April 15, 2021).

2 Ibid.

This page intentionally left blank

4.20 WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Impact Analysis

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Or

b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

Or

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Or

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The City of Cypress 2021–2029 Housing Element Update would not, in and of itself, result in impacts related to wildfires, as it does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Although the City has identified

several opportunity sites that are candidates for meeting the City's unmet housing needs, amendments to the City's Zoning Ordinance and other elements in its General Plan will be required to allow for housing development to occur on some of the opportunity sites. The Housing Element contains a program to zone and/or rezone sites or amend the General Plan (rezoning program) to accommodate this housing need; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. Future development allowed under the rezoning program may require subsequent project-specific environmental evaluation to determine whether it would result in any potentially significant impacts.

The California Department of Forestry and Fire Protection (CAL FIRE) has mapped areas of significant fire hazards in the State through its Fire and Resources Assessment Program (FRAP). These maps place areas of California into different fire hazard severity zones (FHSZ), based on a hazard scoring system using subjective criteria for fuels, fire history, terrain influences, housing densities, and occurrence of severe fire weather where urban conflagration could result in catastrophic losses. As part of this mapping system, CAL FIRE is responsible for wildland fire protection for land areas that are generally unincorporated and they are classified as State Responsibility Areas (SRAs). In areas where local fire protection agencies (e.g., Orange County Fire Authority [OCFA]) are responsible for wildfire protection, the lands are classified as Local Responsibility Areas (LRAs). CAL FIRE currently identifies the entire City of Cypress as an LRA. In addition to establishing local or State responsibility for wildfire protection in a specific area, CAL FIRE designates areas as very high fire hazard severity zones (VHFHSZ) or non-VHFHSZ.

According to the CAL FIRE Very High Fire Hazard Severity Zone Maps for the Orange County region, the City of Cypress is designated as a non-VHFHSZ.[1] The City does not include any SRA. The nearest VHFHSZ to the City is approximately 5 miles to the northeast in the Coyote Hills on the western side of Fullerton.[2] The nearest SRA is in the Puente Hills, approximately 14 miles northeast of the City. Because the City is not located in or near an SRA or VHFHSZ, the project would not result in any impacts related to wildfire. No mitigation is required.

1 California Department of Forestry and Fire Protection (CAL FIRE). 2011. Very High Fire Hazard Severity Zones in LRA. Website: https://osfm.fire.ca.gov/media/6739/fhszl_map30.pdf (accessed June 24, 2020).

2 Ibid.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☐	☒
c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Impact Analysis

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. As described throughout Section 4.4, Biological Resources, Section 4.5, Cultural Resources, Section 4.7, Geology and Soils, and Section 4.18, Tribal Cultural Resources, the analysis indicates that the City of Cypress 2021–2029 Housing Element Update does not have the potential to degrade the quality of the environment, substantially reduce fish or wildlife habitats, impact wildlife populations or ranges, or eliminate historical, archaeological, or paleontological resources. As described throughout the analysis, the Housing Element contains a rezoning program to accommodate the City's unmet housing needs; however, it does not specifically amend the City's Zoning Ordinance or other elements in its General Plan. After the State certifies the Housing Element, a separate environmental study will be necessary to analyze the environmental impacts associated with the implementation of the rezoning program, including any corresponding changes in land uses and development intensities. The proposed Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development. Development projects would continue to be subject to existing requirements for project-level review. For the reasons stated above, the project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or

eliminate important examples of the major periods of California history or prehistory. No mitigation is required.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

No Impact. The Housing Element Update does not entitle, propose, or otherwise require the construction of new development or rehabilitation of existing development that could contribute to short-term or long-term cumulative impacts that have not previously been contemplated by the General Plan and Zoning Code, which would continue to guide the location and nature of future development in Cypress. Therefore, the proposed project would not have cumulatively considerable impacts. No mitigation is required.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. As indicated throughout the analysis, the Housing Element Update would have no adverse impacts on people or the environment. The proposed project would not create environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. The project would improve the City's housing stock providing beneficial impacts especially to lower income households. Therefore, the proposed project would not have environmental effects that would cause substantial adverse effects on human beings. No mitigation is required.

5.0 RECOMMENDATION

Based on the information and environmental analysis contained in the Initial Study/Environmental Checklist, we recommend that the City of Cypress prepare a Negative Declaration for the 2021–2029 Cypress Housing Element Update. We find that the proposed project would not have a significant effect. We recommend that the first category be selected for the City of Cypress' determination (see Section 3.1, Determination, in Chapter 3.0, Environmental Factors Potentially Affected).



Date: 7/15/2021

Ryan Bensley, AICP
Project Manager
LSA

This page intentionally left blank

6.0 LIST OF PREPARERS AND PERSONS CONSULTED

6.1 CITY OF CYPRESS

The following individuals from the City of Cypress (City) were involved in the preparation of this Initial Study/Negative Declaration (IS/ND):

- Alicia Velasco, Planning Director, Community Development Department
- Veronica Tam and Associates, Housing Element Consultant

6.2 IS/ND PREPARERS

The following individuals were involved in the preparation of this IS/ND. The nature of their involvement is summarized below.

6.2.1 LSA

The following individuals were involved in the preparation of this IS/ND:

- Deborah Pracilio, Principal in Charge
- Ryan Bensley, AICP, Associate/Project Manager
- Jonathan Hidalgo, Senior Environmental Planner
- Kerrie Collison, Senior Cultural Resources Manager
- Marlene Watanabe, Environmental Planner
- Abby Annicchiarico, Environmental Planner
- Jazmine Estores, Assistant Environmental Planner
- Gary Dow, Associate, Graphics
- Matt Phillips, Graphics Technician
- Lauren Johnson, Technical Editor
- Chantik Virgil, Senior Word Processor

This page intentionally left blank

7.0 REFERENCES

AESTHETICS

United States Census Bureau. 2010a. Los Angeles—Long Beach—Anaheim, CA Urbanized Area No. 51445. Website: https://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ua51445_los_angeles--long_beach--anaheim_ca/DC10UA51445_000.pdf (accessed April 8, 2021).

_____. 2010b. Census Urban Area FAQs. Website: https://www.census.gov/programs-surveys/geography/about/faq/2010-urban-area-faq.html (accessed April 8, 2021).

AGRICULTURE

California Department of Conservation (DOC). 2018. Orange County Important Farmland 2018.

_____. 2017. Division of Land Resource Protection. State of California Williamson Act Contract Land.

City of Cypress Zoning Map. Website: https://www.cypressca.org/government/departments/community-development/zoning-map (accessed March 25, 2021).

BIOLOGICAL RESOURCES

City of Cypress. 1996. *Inventory of Landmark Trees*. July.

GREENHOUSE GAS EMISSIONS

CARB. 2017. November. California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target. Website: https://ww2.arb.ca.gov/sites/default/files/classic//cc/scopingplan/scoping_plan_2017.pdf (accessed June 22, 2021).

HYDROLOGY AND WATER QUALITY

California Department of Conservation. 2019. Orange County Tsunami Inundation Maps. Website: https://www.conservation.ca.gov/cgs/tsunami/maps/orange (accessed April 16, 2021).

City of Cypress. 2001. City of Cypress General Plan Safety Element. October 5.

Orange County Public Works. 2019. Orange County Flood Division. Santa Ana River Project. Website: http://www.ocflood.com/sarp (accessed April 16, 2021).

Orange County Water District. 2017. Basin 8-1 Alternative – OCWD Management Area. January 1, 2017.

MINERAL RESOURCES

California Department of Conservation (DOC). Division of Mines and Geology. 1981. Mineral Land Classification Map. Los Alamitos Quadrangle. Special Report 143, Plate 3.17.

NOISE

Airport Land Use Commission. 2017. Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos. August 17.

City of Cypress. General Plan Safety Element.

Los Angeles County Airport Land Use Commission. 2014. Los Angeles County Airport Land Use Plan. December 1.

POPULATION AND HOUSING

Southern California Association of Governments (SCAG). 2021. 6th Cycle Final RHNA Allocation.

RECREATION

City of Cypress. 2021. Municipal Code. April.

UTILITIES AND SERVICE SYSTEMS

California Department of Resources Recycling and Recovery (CalRecycle). Solid Waste Information System Facility Detail: Olinda Alpha Sanitary Landfill. Website: https://www2.calrecycle.ca.gov/SWFacilities/Directory/30-AB-0035/Detail/ (accessed April 15, 2021).

City of Cypress. Construction and Demolition Recycling Requirement. Website: http://www.cypressca.org/work/building-division/c-d-recycling-requirement (accessed April 15, 2021).

Golden State Water Company (GSWC). 2016. *2015 Urban Water Management Plan, West Orange.*

Orange County Sanitation District (OCSD). 2018. *2018-2019 Annual Report.* https://www.ocsd.com/Home/ShowDocument?id=29415 (accessed April 15, 2021).

_____. 2020. System Management Plan for Orange County Sanitation District. Website: https://www.ocsd.com/Home/ShowDocument?id=29880 (accessed April 15, 2021).

OC Waste & Recycling (OCWR). Household Hazardous Waste. Website: http://www.oclandfills.com/hazardous (accessed April 15, 2021).

_____. Olinda Alpha Landfill. Website: http://www.oclandfills.com/landfill/active/olindalandfill (accessed April 15, 2021).

WILDFIRE

California Department of Forestry and Fire Protection (CAL FIRE). 2011. Very High Fire Hazard Severity Zones in LRA. Website: https://osfm.fire.ca.gov/media/6739/fhszl_map30.pdf (accessed June 24, 2020).

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Alisha Farnell, City Clerk

DATE: 06/27/2022

SUBJECT: **Receive and File Public Comments Submitted for the June 27, 2022 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Alisha Farnell, City Clerk

DATE: 06/27/2022

SUBJECT: **Approve Minutes - Meeting of May 23, 2022**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

May 23, 2022 City Council Minutes

REGULAR MEETING
CYPRESS CITY COUNCIL
MAY 23, 2022
5:45 P.M.

A regular meeting of the Cypress City Council was called to order at 5:45 p.m. by Mayor Morales in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
City Clerk Alisha Farnell

ORAL COMMUNICATIONS

None.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Officers Association

Mayor Morales recessed the meeting at 5:47 p.m.

RECONVENE

Mayor Morales called to order the 7:00 p.m. session of the City Council meeting at 7:02 p.m.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Paulo Morales
Mayor Pro Tem Anne Hertz-Mallari
Council Member Frances Marquez
Council Member Scott Minikus
Council Member Jon Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
City Clerk Alisha Farnell
City Engineer Nick Mangkalakiri
Management Analyst Kirsten Graham

PLEDGE OF ALLEGIANCE Council Member Scott Minikus led the Pledge of Allegiance.

INVOCATION Father Binh Nguyen, St. Irenaeus Catholic Church, led the Invocation.

REPORT OF WORKSHOP AGENDA/CLOSED SESSION

The City Attorney reported that the City Council met in Closed Session regarding Conference with Labor Negotiator concerning the employee group Cypress Police Officers Association, he reported the City Council received a briefing, provided direction, and no further reportable action was taken.

PRESENTATION

The City Council recognized “Every Student Succeeding” award recipients.

The City Council presented a Proclamation to the Public Works Department in recognition of “National Public Works Week.”

The Chief of Police introduced Officer Gonzalez and Officer Castillo.

Director of Recreation and Community Services provided a presentation on Pickleball Month.

ORAL COMMUNICATIONS (Limited to 30 minutes – three minutes per speaker, unless extended by the City Council)

Pat O'Toole, Cypress, spoke regarding the solid waste franchise agreement.

Dennis Brandt, Cypress, spoke regarding incident in Barry Drive neighborhood.

Beth Culver, Cypress, spoke regarding city services and accomplishments.

Harumi Lucak, Cypress, thanked City Council for their leadership, city services, and for maintaining at-large elections.

Michelle Eschardiues, Cypress, thanked City Council for city programs/services and expressed support for at-large elections.

Edwin Kraemer, Cypress, spoke regarding Agenda Item No. 9, in support of district elections, and in support of collaboration between the City and school districts.

Helen Le, Cypress, spoke regarding Agenda Item No. 18 and solid waste bulky item pick-ups.

Malini Nagpal, Cypress, spoke regarding Agenda Item No. 18 and contracts.

PUBLIC HEARING

Item No. 1: Introduce an Ordinance Amending Section 12 (Density Bonus), Section 5 (Residential Zoning Districts), Subsection 3.11.050 (Allowed Projections Into Required Setback Areas), Subsection 3.17.020 (B) (Accessory Structures Used For Living Purposes) Subsection 3.17.200 (Accessory Dwelling Units), Subsection 4.18.040 (Authority for Land Use and Zoning Decisions), Section 31 (Definitions), and Creating a New Subsection 4.19.200 (Reasonable Accommodation) of the Zoning Ordinance

Mayor Morales stated the Planning Director was unable to participate in the meeting.

Mayor Morales opened the public hearing to accept public testimony.

Timothy Yerian, Cypress, spoke regarding accessory dwelling units.

Edwin Kraemer, Cypress, spoke regarding accessory dwelling units.

Mayor Morales stated the public hearing will remain open.

A motion was made by Council Member Minikus, and seconded by Council Member Peat, to continue this item to the June 13, 2022 City Council meeting.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

The public hearing remained open.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

Council Member Marquez requested to pull Agenda Items No. 9 and 14.

Mayor Morales stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 11018 for $751.22 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrant Register, he would not be voting on electronic fund transfer No. 11018 for the reason disclosed.

Council Member Minikus stated that Agenda Item No. 17, the Warrant Register, includes electronic fund transfer No. 11017 for $286.18 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrant Register, he would not be voting on electronic fund transfer No. 11017 for the reason disclosed.

It was moved by Mayor Pro Tem Hertz-Mallari, and seconded by Council Member Peat, to approve Consent Calendar items No. 2 through 8, 10 through 13, and 15 through 17.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Item No. 2: Receive and File Public Comments Submitted for the May 23, 2022 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 3: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 4: Approve Minutes - Meeting of April 11, 2022

Recommendation: Approve as submitted.

Item No. 5: Second Reading and Adoption of an Ordinance Establishing Regulations Prohibiting the Unlawful Possession of Catalytic Converters

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, establishing regulations prohibiting the unlawful possession of catalytic converters.

ORDINANCE NO. 1195

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADDING SECTION 17-75 OF THE CYPRESS MUNICIPAL CODE ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY

Item No 6: Appoint City Commissioners

Recommendation: Appoint Commissioners to the Recreation and Community Services, Senior Citizens, and Traffic Commissions.

Item No. 7: Approve Plans and Specifications and Award Contracts for Concrete Rehabilitation, Project 293

Recommendation:

1. Approve Plans and Specifications for Concrete Rehabilitation, Project 293; and

2. Award a contract to CJ Concrete Construction Inc., Santa Fe Springs, CA, for $286,080, and authorize a contingency of $40,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $26,168 and authorize a contingency of $4,000.

Item No. 8: Approve Plans and Specifications and Award Contracts for the Street Rehabilitation, Project 313

Recommendation:

1. Approve Plans and Specifications for the Street Rehabilitation, Project 313; and

2. Award a contract to American Asphalt South Inc., Riverside, CA, for $337,925.45, and authorize a contingency of $51,000; and

3. Approve a Task Order for Construction Inspection Services to TRC (Vali Cooper and Associates, Inc.), for $39,637 and authorize a contingency of $6,000.

Item No. 10: Award an On-Call Contract for Traffic Control Services

Recommendation: Award a contract services agreement for on-call traffic control services to Southern California Barricades.

Item No. 11: Award a Professional Services Contract for Arnold Cypress Park Rehabilitation, Project 308, Constructability Review

Recommendation: Award a professional services contract to Griffin Structures for $86,065, and authorize a contingency of $8,600.

Item No. 12: Approve the Purchase of One Replacement Police Vehicle

Recommendation:

1. Authorize the purchase of one replacement police vehicle, including most upfitting, for $61,060 from Wondries Fleet Group via National Auto Fleet Group through the Sourcewell cooperative purchasing program; and

2. Authorize an appropriation increase of $62,326 in the City's Capital Replacement Fund to purchase and fully upfit the replacement police vehicle; and

3. Authorize a transfer of $51,160 from the General Liability Fund to the City's Capital Replacement Fund for available insurance proceeds received.

Item No. 13: Approve a Task Order for the Senior Center Interior Improvements Design, Project 290

Recommendation: Approve a Task Order to BOA Architecture for $31,500 for architectural design services and authorize a contingency of $4,700.

Item No. 15: Receive and File the Strategic Plan Six-Month Objectives Update

Recommendation: Receive and file the strategic plan six-month objectives update.

Item No. 16: Receive and File the Investment Report for the Month Ended April 30, 2022

Recommendation: Receive and file the attached investment report.

Item No. 17: Approve Register of Warrants, Transfers, and Wires Issued for the Period of April 23, 2022 through May 6, 2022

Recommendation: Approve the attached payment register summarized below for the period of April 23, 2022 through May 6, 2022

- Electronic Funds Transfers 11001 through 11045
- Warrants 59344 through 59461
- Payroll Transfers W1474

END OF CONSENT CALENDAR

Regarding Item No. 9: Award a Contract for Graffiti Removal Services

Council Member Marquez commented on this item.

A motion was made by Council Member Peat, and seconded by Councilmember Minikus, to award a two-year contract to Superior Property Services for Graffiti Removal Services for $225,000 with an option for up to three, one-year extensions.

The motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Minikus, Peat, Hertz-Mallari and Morales
NOES: 1 COUNCIL MEMBERS: Marquez
ABSENT: 0 COUNCIL MEMBERS: None

Regarding Item No. 14: Receive and File the Five-Year Technology Master Plan

Council Member Marquez commented on this item.

The City Attorney and City Manager provided information.

A motion was made by Council Member Peat, and seconded by Council Member Minikus, to receive and file the Five-Year Technology Master Plan for FY 2022-23 through FY 2026-27.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Marquez, Minikus, Peat, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

CONTINUED ITEMS

Item No. 18: Consider a Proclamation in Support of Diversity and Inclusion

Council Member Minikus commented on this item.

Council Member Marquez commented on this item.

A motion was made by Council Member Minikus, and seconded by Mayor Pro Tem Hertz-Mallari, to approve a Proclamation in support of diversity and inclusion.

The motion was carried by the following roll call vote:

AYES: 4 COUNCIL MEMBERS: Marquez, Minikus, Hertz-Mallari and Morales
NOES: 0 COUNCIL MEMBERS: None
ABSTAIN: 1 COUNCIL MEMBERS: Peat

ORAL COMMUNICATIONS (Five minutes per speaker, unless extended by the City Council)

Carolyn Balagot, Cypress, spoke regarding Agenda Item No. 18.

Glenn Button, Cypress, spoke regarding Agenda Item No. 18.

Malini Nagpal, Cypress, spoke regarding Agenda Item No. 18.

Marilyn Reams, Cypress, spoke regarding recent public comments and Agenda Items No. 14 and 18.

Helen Le, Cypress, spoke regarding Agenda Item No. 18 and district elections.

Edwin Kraemer, Cypress, spoke regarding Agenda Item No. 14.

Britney Cook, Cypress, spoke regarding Agenda Item No. 14.

The City Manager responded to public comments.

Timothy Yerian, Cypress, spoke regarding election format.

COUNCIL MEMBER REPORTS AND REMARKS

The Mayor asked the City Attorney to comment regarding allegations made by Council Member Marquez at the last City Council meeting.

The City Attorney responded to an allegation of a potential Brown Act violation against Mayor Morales and stated he did not find any revelation of any Closed Session information. He further commented about a statement made that the Mayor was behind public comments regarding a Council Member's family member and reminded the City Council of the Civility, Conduct and Governance policy.

Council Member Minikus:

No Report.

Council Member Peat:

Responded to public comments regarding Agenda Item No. 9. Attended the Buena Park State of the City event. Attended the Cypress College Foundation scholarship awards ceremony. Attended the Police Department Open House. Presented an award to Council Member Minikus for coaching his first season of Cypress Champion Baseball. Responded to public comments regarding lack of support for the disabled community.

Council Member Marquez:

Attended the Police Department Open House. Attended the Cypress Police Foundation Luncheon. Attended the Los Alamitos Joint Forces Training Base energy resilience project groundbreaking event. Spoke regarding the City of La Palma's public hearing process regarding district elections.

Mayor Morales called for a point of order and informed Council Member Marquez that Council Member Reports and Remarks is to report matters related to the City of Cypress.

Discussion ensued.

The City Attorney recommended Council Member Marquez provide clarity regarding the connection of her comments about City of La Palma to the City of Cypress.

Council Member Marquez continued her comments regarding the City of La Palma's district elections.

Mayor Pro Tem Hertz-Mallari:

Attended the Cypress Police Foundation luncheon. Attended the Police Department Open House. Attended the Cypress College Foundation scholarship award ceremony.

Mayor Morales:

Attended the Police Department Open House. Attended the Cypress Police Foundation luncheon. Commented on allegations made by Council Member Marquez at the last City Council meeting.

CITY MANAGER REMARKS

The City Attorney provided a report on two Supreme Court cases related to City policies.

The City Manager announced City Hall will be closed in observance of Memorial Day and stated the annual Forest Lawn Memorial Day Ceremony will be held virtually on their Facebook page at 11 a.m.

ADJOURNMENT

By motion of Council Member Peat, and seconded by Council Member Minikus, and unanimously carried 5-0, to adjourn at 9:04 p.m. The next Regular Council Meeting will be held on Monday, June 13, 2022, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/27/2022

SUBJECT: **Approve Second Reading and Adopt and Ordinance Amending Section 21A-15 of the Municipal Code Related to the Disposition of Surplus Supplies and Equipment**

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Section 21A-15 of the Municipal Code regarding the disposition of surplus supplies and equipment.

DISCUSSION

On June 13, the City Council approved the first reading of an Ordinance amending Section 21A-15 of the Municipal Code which prescribes the processes required to dispose of surplus equipment and supplies. The proposed amendment to Section 21A-15 would allow the City Manager to declare certain office furniture and equipment as surplus and allow the items to be donated to local non-profit organizations and other governments. The total cumulative value of any donated office furniture and equipment to a single non-profit or government cannot exceed $1,000 annually without City Council approval.

It is recommended that the City Council approve the second reading and adopt the Ordinance. The Ordinance will become effective July 27, 2022.

BUDGET IMPACT

Donating surplus furniture and equipment, rather than disposing by auction or for scrap value, will result in a small decrease in General Fund revenues. Such donations are expected to occur infrequently and be for items with a low market value, so any revenue declines are expected to have a negligible budget impact.

LEGAL REVIEW

The City Attorney has reviewed and approved the attached Ordinance.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, ADDING SECTION 21A-15(d) TO THE CYPRESS MUNICIPAL CODE ESTABLISHING REGULATIONS ALLOWING THE CITY MANAGER TO SURPLUS OFFICE FURNITURE AND RELATED EQUIPMENT WITH AN ESTIMATED VALUE OF LESS THAN $1,000

WHEREAS, the City periodically replaces city-owned office furniture, office equipment and supplies which creates unneeded city-owned property with a negligible dollar value; and

WHEREAS, section 21A-15 of the Cypress Municipal Code provides that all equipment or supplies that do not have an identified use for the City are considered surplus and must go through either a bidding process for disposition of such items or can be sold for the highest scrap value obtained.

WHEREAS, some office furniture and office equipment and supplies determined to have a negligible fair market value may be of use to local non-profits and/or other local public agencies.

WHEREAS, donating such office furniture and office equipment and supplies to local non-profits and/or other public agencies will be for the common benefit of the community with negligible financial impacts to the City.

NOW, THEREFORE, the City Council of the City of Cypress DOES HEREBY ORDAIN as follows:

SECTION 1. Section 21A-15(d) of the Cypress Municipal Code is hereby added to read in its entirety as follows:

"Sec. 21A-15(d).

d. The city manager or designee is authorized to declare surplus office furniture, office equipment and supplies (with a negligible fair market value) as eligible for distribution to local non-profit organizations and local public agencies rather than disposal through a formal bidding or auction process.

All non-profit agencies that participate in the Cypress Non-Profit Grant Request Program will be notified when such items become available for donation. Any entity requesting a donation must demonstrate a transparent need for the item(s) and must utilize the item(s) as part of their operating activities. The city manager or designee will determine the entities selected to receive a donation based on overall value to the community. The total cumulative value of any

donated office furniture, office equipment and supplies to a single non-profit or local public agency cannot exceed $1,000 annually.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

FIRST READING at a regular meeting of the City Council of the City of Cypress held on the _____ day of _____, 2022 and finally adopted and ordered posted at a regular meeting held on the _____ day of _____, 2022.

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing was duly adopted at a regularly scheduled meeting of said City Council held on the ____ day of _____, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Alisha Farnell, City Clerk

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Alicia Velasco, Planning Director

DATE: 06/27/2022

SUBJECT: **Second Reading of an Ordinance Amending the Cypress Municipal Code Related to Accessory Dwelling Units, Density Bonus, and Reasonable Accommodations**

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, related to accessory dwelling units, density bonus, and reasonable accomodations.

SUMMARY

On June 13, 2022, the City Council conducted a public hearing and first reading of an Ordinance amending the Cypress Municipal Code, relating to accessory dwelling units, density bonuses, and reasonable accommodations, and finding the action exempt from the California Environmental Quality Act. The amendments are required as part of the City's 2021-2029 Housing Element.

It is recommended that the City Council approve the second reading and adopt the attached Ordinance. Once approved, the Ordinance will become effective in 30 days, or on July 27, 2022.

The attached Notice of Exemption will be filed with the County Clerk in accordance with the California Environmental Quality Act (CEQA) Guidelines.

BUDGET IMPACT

None.

LEGAL REVIEW

The Ordinance has been reviewed and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance
Notice of Exemption

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SUBSECTION 2.05.030 (RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS), SUBSECTION 2.05.050 (RESIDENTIAL OFF-STREET PARKING REQUIREMENTS), SUBSECTION 3.11.050 (ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS), SECTION 12 (DENSITY BONUS), SUBSECTION 3.17.020(B) (ACCESSORY STRUCTURES USED FOR LIVING PURPOSES), SUBSECTION 3.17.200 (ACCESSORY DWELLING UNITS), SUBSECTION 4.18.040 (AUTHORITY FOR LAND USE AND ZONING DECISIONS), AND SECTION 31 (DEFINITIONS) AND CREATING A NEW SUBSECTION 4.19.200 (REASONABLE ACCOMMODATION) OF APPENDIX I OF THE CYPRESS MUNICIPAL CODE AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Sections 65915-65918 of Title 7, Division 1, Chapter 4.3 of the Government Code contains regulations pertaining to density bonuses and other incentives for the development of affordable housing; and

WHEREAS, Sections 65852.2 and 65852.22 of Title 7, Division 1, Chapter 4 of the Government Code contains regulations pertaining accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”) and limits a local authority’s scope of regulation upon ADUs and JADUs; and

WHEREAS, the federal Fair Housing Act and the California Fair Employment and Housing Act (“Fair Housing Laws”) provide for reasonable accommodation in the application of zoning laws, building code, and other land use regulation, policies, and procedures for persons with disabilities seeking equal access to housing; and

WHEREAS, the City Council desires to update the City’s regulations so that it is consistent with State law and Fair Housing Laws; and

WHEREAS, the City Council finds that the Ordinance is consistent with the goals, policies, and objectives of the General Plan. Housing Element Goal HOU-5 is to “mitigate any potential governmental constraints to housing production and affordability”. The Ordinance furthers this goal by ensuring that the City’s zoning regulations are consistent with State laws intended to facilitate and incentivize the development of affordable housing and accessory dwelling units. Housing Element Goal HOU-6 is to “promote equal opportunity for all residents to reside in the housing of their choice”. The Ordinance is consistent with this goal in that it establishes procedures for persons with disabilities to request reasonable accommodations that will allow them to reside in the housing of their choice; and

WHEREAS, on May 23, 2022, the City Council held a duly noticed public hearing and considered testimony on the Ordinance; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the above Recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2. The alphabetical list of land uses in Table 2-2 (Allowable Uses and Permit Requirements for Residential Zoning Districts) of Subsection 2.05.030 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-2
ALLOWABLE USES AND PERMIT REQUIREMENTS
FOR RESIDENTIAL ZONING DISTRICTS

Land Use	*Permit Requirement by District*						
	RS-15000	*RS-6000*	*RS-5000*	*RM-15*	*RM-20*	*MHP-20*	*See Section*
Residential							
Accessory Dwelling Units	P	P	P	P	P		3.17.200
~~Granny Units~~	~~C~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~6.31.020(G)~~
~~Second Dwelling Units not more than 640 sq. ft.~~	~~P~~	~~P~~	~~P~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~
~~Second Dwelling Units more than 640 sq. ft.~~	~~C~~	~~C~~	~~—~~	~~—~~	~~—~~	~~—~~	~~3.17.200~~

SECTION 3. The alphabetical list of land uses in Table 2-4 (Residential Zoning District Parking Requirements) of Subsection 2.05.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with all land uses renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 2-4
RESIDENTIAL ZONING DISTRICT PARKING REQUIREMENTS

Residential Uses	*Vehicle Spaces Required*
Residential Land Uses	
Accessory Dwelling Units	See Section 3.17.200(F)(5)
~~Second dwelling units~~	~~1 space per bedroom in addition to the spaces required for the single-family dwelling unit on the site. If the second dwelling unit is conditionally approved pursuant to Section 3.17.200(I), the required parking spaces shall be enclosed.~~

SECTION 4. Table 3.1 (Allowed Projections into Required Setback Areas, Residential Zoning Districts) of Subsection 3.11.050 of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

TABLE 3.1
ALLOWED PROJECTIONS INTO REQUIRED SETBACK AREAS
RESIDENTIAL ZONING DISTRICTS

Feature	*Front Setback*	*Rear Setback*	*Side Setback*
Architectural adornments such as cornices, eaves, sills, etc.	4 feet	4 feet	Not more than one-half of the required side setback
Balconies (a)	6 feet	6 feet	6 feet
Bay window or similar feature which does not extend the structure's foundation	4 feet	4 feet	Not more than one-half of the required side setback
Canopies, Pop up	Not allowed	Not allowed	Not allowed
Chimneys	4 feet	4 feet	Not more than one-half of the required side setback
Fire escapes	Not allowed	No restriction	No restriction
Canopies, gazebos, patio covers — open	Not allowed	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the rear property line.	Within 5 feet of the property line. Overhanging and cantilevered roofs and eaves may project to within 2 feet 6 inches from the side property line.
Pool motors and similar equipment	Not allowed	May be located anywhere within rear setback.	May be located anywhere within side setback. ~~Refer to additional requirements in Subsection 3.17.200 (Second Dwelling Units)~~
Porches	4 feet	4 feet	Not more than one-half of the required side yard setback
Roofs of accessory structures (b)	Not allowed	No closer than 5 feet to the lot line	No closer than 5 feet to the lot line, except for units developed on zero lot line parcels

Notes:

(a) Balconies shall be limited in width to six feet. Second floor decks other than balconies, such as (e.g., sundecks) are prohibited.

(b) Roofs shall be no more than 10 feet in height.

SECTION 5. Section 12 (Density Bonus) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Section 12 (Density Bonus), which shall read as follows:

SECTION 12. DENSITY BONUS

3.12.010. Purpose.

The purpose of this section is to provide incentives for the production of affordable housing in accordance with California Government Code Sections 65915-65918 (“State Density Bonus Law”).

3.12.020. Definitions.

The definitions found in State Density Bonus Law shall apply to the terms contained in this section.

3.12.030. Applicability.

This section applies to a “housing development”, as defined in Government Code Section 65915(i), or an “eligible housing development”, as defined in Government Code Section 65917.2, when an applicant proposes a density increase above the maximum allowable density and/or other regulatory incentives and concessions in exchange for reserving a portion of the units for lower-income, moderate-income, or senior households, as provided in this section and State Density Bonus Law.

3.12.040. Application Requirements

A. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    1. How the proposed project will satisfy the eligibility requirements of Government Code Section 65915 or 65917.2.

    2. The requested density bonus pursuant to subsection 3.12.050 (Density Bonus).

    3. Any incentives and concessions that are sought under Government Code Section 65915(d). The applicant shall provide reasonable documentation to show that any requested incentive or concession will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

    4. Any waivers and reductions that are sought under Government Code Section 65915(e). The applicant shall provide reasonable documentation that the development standard(s) for which the waiver is requested will have the effect of physically precluding the development at the densities or with the concessions or incentives permitted by State Density Bonus Law.

5. Any requested parking reductions sought under Government Code Section 65915(p).

6. Documentation of how the project will comply with Government Code Section 65915(c)(3) pertaining to replacement units.

B. *Fee.* Payment of a fee in an amount set by resolution of the City Council, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. *Concurrent review.* Density bonus requests shall be filed concurrently with the other planning permit application(s) required for the development. The density bonus request shall be processed concurrently with the underlying planning permit or entitlement for the project.

3.12.050. Density Bonus.

A. *Calculation.* Density bonuses shall be calculated as set forth in Government Code Section 65915 and 65917.2.

1. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

2. When calculating the number of affordable units needed for a given density bonus, any fractions of affordable units shall be rounded up to the next whole number.

3. The density bonus units shall not be included in determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law.

B. Each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one income category or additionally as senior housing or housing intended to serve transitional foster youth, disabled veterans, or homeless persons, or other category qualifying for a density bonus under the State Density Bonus Law, the applicant shall select the category under which the density bonus is granted.

C. The applicant may elect to receive a density bonus that is less than the development is entitled to under State Density Bonus Law, including a density bonus of zero. In such cases, the applicant retains their entitlement to incentives, concessions, and parking reductions as provided in State Density Bonus Law.

3.12.060. Incentives and Concessions.

A. The applicant may request up to the number of incentives and concessions for which the project is entitled pursuant to Government Code Section 65915(d)(2).

B. The City shall grant requested incentives and concessions unless a specified finding is made as set forth in Government Code Section 65915(d)(1). However, the City is not required to deny a proposed incentive or concession solely because it can make a finding under Government Code Section 65915(d)(1).

3.12.070. Waivers and Reductions.

A. An applicant may submit to the City a proposal for waivers and reductions of development standards that physically prevent construction of a housing development and density bonus units meeting the criteria of Government Code Section 65915(b).

B. The City may deny waivers and reductions for the reasons set forth in Government Code Section 65915(e)(1).

3.12.080. Affordable Housing Requirements

A. *Maximum affordable housing costs.* The maximum total housing costs paid by a qualifying household, adjusted for household size appropriate for the unit, shall be pursuant to Health and Safety Code Sections 50052.5 and 50053.

B. *Term of affordability.* The term of affordability for affordable units shall be at least the period of time required by Government Code Section 65915(c).

C. *Sale and resale of owner-occupied units.* Sale and resale of owner-occupied units is subject to the requirements of Government Code Section 65915(c)(2).

D. *Development Standards.*

1. All affordable units shall be reasonably dispersed throughout the housing development.

2. Affordable units shall be made available for occupancy concurrently with or prior to the market rate units in the development. In the event the City approves a phased project, the affordable units shall be provided proportionately within each phase.

3. Affordable units shall be comparable with the market rate units in terms of design, construction quality, exterior appearance, exterior finished quality, and size.

4. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market rate units of the development, unless otherwise approved by the City.

5. *Comparable amenities.* Residents of affordable units shall have equal access to project amenities available to other residents, including, but not limited to, access

to recreational, parking, and storage facilities and interior amenities such as microwaves and dishwashers.

6. *Parking*. Unless the City's adopted parking standards will result in fewer parking spaces, the applicant may request a reduction in parking standards pursuant to Government Code Section 65915(p).

3.12.090. Affordable Housing Agreement and Senior Housing Agreement.

A. *Affordable Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waivers for the provision of affordable housing shall enter into an Affordable Housing Agreement with the City in a form approved by the City Attorney. The Affordable Housing Agreement shall, at a minimum, include the following:

1. The total number of units and the number of units that will be made affordable;

2. The size, bedroom count, and location of each affordable unit;

3. The income levels of the affordable units and an acknowledgement that the City will verify tenant and home buyer incomes to maintain the affordability of the units;

4. The term of affordability for the units, which shall not be less than the period of time required by Government Code Section 65915;

5. The approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any;

6. Schedule of development for all units; and

7. An affirmative fair marketing plan that is approved by the City to ensure advertising of the availability of the affordable units to a wide spectrum of City residents.

B. *Senior Housing Agreement.* Applicants that have been conditionally granted a density bonus, incentives and concessions, and/or waiver for the provision of market rate senior housing shall enter into a Senior Housing Agreement with the City in a form approved by the City Attorney. The Senior Housing Agreement shall require the development to operate as a senior citizen housing development pursuant to Government Code Section 65915(b)(1)(C). The Senior Housing Agreement shall also include the following:

1. Approved density bonus, incentives, concessions, waivers, and/or parking reductions, if any; and

2. Schedule of development for all units.

C. *Recordation.* The executed Affordable Housing Agreement or Senior Housing Agreement shall be recorded against the housing development prior to final map approval or, where a map is not being processed, prior to the issuance of building permits. The Affordable Housing Agreement or Senior Housing Agreement shall bind all future owners and successors in interest for the term of years specified therein.

3.12.100. Enforcement and Monitoring.

A. The provisions of this section shall apply to all developers and their agents, successors, and assigns proposing a housing development governed by this section. No building permit or certificate of occupancy shall be issued, nor any entitlement granted, for a project receiving a density bonus, incentive, concession, or waiver until it meets the requirements of this section.

B. The director shall establish administration regulations which contain guidelines and procedures for the effective implementation of this section. The administrative regulations may include fees for monitoring, reports, transactions, and other administrative activities to the extent allowable by State Density Bonus Law. All fees shall be approved by the City Council in an amount set by resolution, pursuant to Section 18 of the Cypress Zoning Ordinance.

C. All affordable units shall be rented or owned in accordance with this section and the administrative guidelines. Any individual who sells or rents an affordable unit in violation of the provisions of this section shall be required to forfeit all monetary amounts so obtained.

D. The City Attorney shall be authorized to enforce the provisions of this section and all Affordable Housing Agreements, Senior Housing Agreements, covenants, resale restrictions, promissory notes, deeds of trust, and other requirements placed on affordable units by civil action and any other proceeding or method permitted by law.

3.12.110. Interpretation.

If any portion of this subsection conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with State Density Bonus Law.

SECTION 6. Subsection 3.17.020(B) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

B. *Accessory structures used for living purposes*. An accessory structure used for living purposes shall meet the requirements of subsection 3.17.200 (~~Second~~ Accessory dwelling units).

SECTION 7. Subsection 3.17.200 (Second dwelling units) of Appendix I (Zoning) of the Cypress Municipal Code is hereby deleted in its entirety and replaced with a new Subsection 3.17.200 (Accessory dwelling units), which shall read as follows:

3.17.200. Accessory dwelling units.

A. *Purpose.* The purpose of this subsection is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

B. *Effect of conforming.* An ADU or JADU that conforms to the provisions of this subsection shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;

2. Be deemed a residential use that is consistent with the existing general plan and zoning designation for the lot upon which it is located; and

3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

C. *Application and review procedures.*

1. *Review.* Applications for ADUs or JADUs shall be considered ministerially through the plan check process. The director or their designee shall consider and approve or disapprove a complete application for an ADU or JADU within 60 days from the date the City receives a complete application. Review is limited to whether the proposed ADU or JADU complies with the requirements of this subsection. If the application to create an ADU or JADU is submitted concurrently with an application to create a new single-family dwelling on the lot, the director may delay acting upon the application for the ADU or JADU until the City acts on the application to create the new single-family dwelling.

2. *Nonconformities.* The correction of nonconforming zoning conditions shall not be required for the creation of an ADU or JADU.

D. *Locations permitted.*

1. ADUs conforming to the provisions of this subsection may be located on any lot in the City that is zoned to allow single-family or multi-family residential uses and that includes a proposed or existing legally developed single-family or an existing legally developed two-family or multi-family dwelling.

2. JADUs conforming to the provisions of this subsection may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.

3. ADUs and JADUs shall not be permitted on any parcel that has obtained a permit for a two-unit development and urban lot split pursuant to Government Code Sections 65852.21 and 66411.7.

E. *Number of ADUs and JADUs permitted.*

1. *Single-family lots.* No more than one (1) ADU and one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.

2. *Multi-family lots.* A lot developed with a two-family or multi-family dwelling shall be permitted either:

a. No more than two (2) detached ADUs; or

b. Up to twenty-five (25) percent of the number of existing multi-family dwelling units within existing multi-family or two-family dwelling structures. The ADUs must be converted from portions of the existing multi-family dwelling structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. For the purposes of calculating the number of allowable ADUs, the following shall apply:

i. Fractions shall be rounded down to the next lower whole number of dwelling units, except that at least one (1) ADU shall be allowed.

ii. Previously approved ADUs shall not count towards the existing number of multi-family dwelling units.

F. *Development standards.* Except as modified by this subsection, ADUs and/or JADUs shall conform to the development standards applicable to the lot on which it is located as set forth in the Cypress Zoning Ordinance and/or in an applicable specific plan.

1. *Lot area.* There shall be no minimum lot area required in order to establish an ADU or JADU.

2. *Unit size.*

a. *ADUs.*

i. No ADU shall exceed 1,200 square feet in size.

ii. An attached ADU that is created on a lot with an existing or proposed single-family dwelling is further limited to fifty (50) percent of the floor area of the existing or proposed primary dwelling.

iii. An ADU constructed solely through the conversion of an existing building or structure or in the same location and same dimensions as an existing structure shall be limited in size to the existing square footage of the building or structure converted or replaced, except that an expansion of not more than 150 square feet is permitted to accommodate ingress and egress to the ADU only.

iv. The application of requirements related to lot coverage, floor area ratio, or open space may further limit the size of an ADU; however, in no case shall the application of such requirements limit the size of an ADU to less than 800 square feet.

b. *JADUs*. No JADU shall exceed 500 square feet in size.

c. *Minimum size.* The minimum size of an ADU or JADU shall be at least that of an efficiency unit, as defined in Health and Safety Code Section 17958.1.

3. *Setbacks.*

a. Minimum setbacks of no less than four (4) feet from the side and rear property lines are required for newly constructed ADUs.

b. The minimum setback from the front property line shall be the same setback requirement that applies to the primary dwelling.

c. For conversion of an existing building or structure or replacement in the same location and same dimensions as an existing structure, no additional setback is required beyond the existing setback, provided it is sufficient for fire and safety.

4. *Height*.

a. Newly constructed ADUs shall not exceed one (1) story and a height of sixteen (16) feet.

b. ADUs and JADUs converted from an existing building or structure shall not exceed the height of the existing structure.

5. *Parking*.

a. *ADUs*. A minimum of one (1) parking space shall be provided for each ADU unless they are not required pursuant to paragraph (5.b) below. The required

parking space may be permitted in setback areas or through tandem parking on a driveway.

b. *Exceptions*. Off-street parking for the ADU is not required in the following instances:

i. The ADU is a studio;

ii. The ADU is located within one-half (1/2) mile walking distance of public transit, as that term is defined in Government Code Section 65852.2; or

iii. When parking for the ADU is not required pursuant to Government Code Section 65852.2 (d).

c. *JADUs*. No parking shall be required for JADUs.

d. *No Replacement*. When a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or JADU, those off-street parking spaces are not required to be replaced.

6. *Kitchens*.

a. *ADUs*. ADUs shall have a kitchen, as required by the Building Code, which shall include a kitchen sink, cooking device, refrigeration, food preparation counter, and storage cabinets.

b. *JADUs*. JADUs shall include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

7. *Design*. Exterior finished materials on the ADU or JADU shall match the exterior finished materials for the primary dwelling unit.

8. *Fire sprinklers.* Fire sprinklers are required in an ADU only if sprinklers are required in the primary residence.

9. *Exterior access.* An attached or converted ADU or JADU on a single-family lot must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

10. *Passageway*. No passageway shall be required in conjunction with the construction of an ADU and/or JADU. For the purposes of this chapter, "passageway" shall mean a pathway that is unobstructed, clear to the sky, and extends from the right-of-way to one (1) entrance of the ADU and/or JADU.

11. *Utilities*.

a. *ADUs.* An ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.

b. *JADUs.* A JADU shall be served by the same water, sewer, and other utility connections serving the primary dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

G. *Other requirements.*

1. *No separate conveyance.* Except as otherwise provided in Government Code Section 65852.26 or by other applicable laws, an ADU or JADU may be rented separate from the primary residence(s), but may not be sold or otherwise conveyed separate from the primary residence(s). A lot shall not be subdivided in any manner which would authorize such separate sale or ownership.

2. *Short-term rental prohibited.* Rental of an ADU or JADU for a term of thirty (30) days or less is prohibited.

3. *Owner occupancy requirements.*

   a. *ADUs.*

      i. For any ADU created on or after January 1, 2020, but before January 1, 2025, owner occupancy of the primary dwelling or ADU is not required.

      ii. For all ADUs created on or after January 1, 2025, an owner of record of the lot upon which the ADU is located must occupy either the primary dwelling or ADU as their principal residence.

   b. *JADUs.* An owner of record of the lot upon which a JADU is located must occupy either the JADU or the remaining portion of the primary single-family dwelling as their principal residence. However, the owner occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

4. *Deed restriction.* Prior to issuance of a building permit for an ADU or JADU, a deed restriction shall be recorded against the title of the property in the county recorder's office and a copy filed with the Community Development Department. The deed restriction shall run with the land and bind all future owners. The form of the deed restriction will be provided by the City and shall include the following:

a. The ADU or JADU may not be sold separately from the primary dwelling(s).

b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this subsection, including owner occupancy restrictions and the prohibition on short-term rental.

c. The deed restriction runs with the land and may be enforced against future property owners.

d. The deed restriction may not be modified or terminated without the prior written consent of the director.

e. The deed restriction is enforceable by the director or their designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

5. *Impact fees.*

a. No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.

b. Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or greater in size shall be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

c. For purposes of this section, “impact fee” does not include any connection fee or capacity charge for water or sewer service.

SECTION 8. A new Subsection 4.19.100 (Reasonable Accommodation) of Appendix I (Zoning) of the Cypress Municipal Code is hereby added as follows:

4.19.100. Reasonable Accommodation.

D. *Purpose of subsection.* The purpose of this subsection is to provide a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the “Fair Housing Laws”) in the application of zoning laws, building codes, and other land use regulations, policies, and procedures.

E. *Applicability.*

1. A request for reasonable accommodation may be made by any person with a disability, their representative, or a developer or provider of housing for the disabled, when the application of a zoning law, building code provision, or other land use regulation, policy, or practice denies a person equal access to housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment, as those terms are defined in the Fair Housing Laws.

2. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and/or use of housing or housing related facilities that that is necessary to afford an individual with a disability an equal opportunity to housing. Requests for reasonable accommodation shall be made in the manner prescribed by this subsection and shall be approved only for the benefit of one or more individuals with a disability.

3. Where the improvements or modifications approved through a reasonable accommodation would generally require a variance, a variance shall not be required.

F. *Application Requirements.*

1. *Required submittals.* In addition to the application filing requirements established in Section 18 (Applications, Processing, and Fees), the following information shall be provided by the applicant on a form supplied by the Community Development Department:

    a. Documentation that the applicant is an individual with a disability, applying on behalf of one or more individuals with a disability, or a developer or provider of housing for one or more individuals with a disability. Documentation may include a letter from a medical doctor or other licensed healthcare professional, a disabled license, or any other appropriate evidence;

    b. The specific code section, regulation, policy or practice from which relief is sought and an explanation of why it is preventing, or will prevent, the use and enjoyment of the subject property by one or more individuals with a disability;

    c. The specific exception or modification requested and an explanation of why it is necessary to provide one or more individuals with a disability equal access to housing;

    d. Verification that the property is or will be the primary residence of the individual(s) for whom the reasonable accommodation is requested; and

e. Any other information that the director reasonably concludes is necessary to make the findings required by this subsection, consistent with Fair Housing Laws.

2. *Other discretionary permits.* If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval, then the applicant shall file the application submittal information together with the application for discretionary approval for concurrent review.

3. *Fee.* No fee shall be required for a request for reasonable accommodation, but if the project requires another permit, then the prescribed fee shall be paid for all other permits.

G. *Authority.*

1. *Director.* Requests for reasonable accommodation shall be reviewed by the director, or designee, unless another discretionary approval is sought for which the City Council is the reviewing authority.

2. *City Council.* Requests for reasonable accommodation shall be reviewed by the City Council when they are submitted for concurrent review with another discretionary land use application for which the City Council is the reviewing authority.

H. *Proceedings.*

1. *Director's action.* For requests reviewed by the director, the director shall issue a written determination within 30 days of the date of receipt of a complete application.

2. *City Council action.* For requests reviewed by the City Council, the processing procedures of the discretionary land use permit shall govern the joint processing of both the request for reasonable accommodation and the discretionary land use permit.

3. The reviewing authority's written decision shall set forth the findings in accordance with paragraph F (Findings), any conditions of approval, and notice of the right to appeal, if applicable.

4. *Conditions of approval.* The reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation complies with the findings required by this subsection.

5. *Alternative reasonable accommodations.* The reviewing authority may approve alternative reasonable accommodations that provide an equivalent level of benefit to the individual(s) with disabilities.

6. *Appeals.* If the director does not grant the reasonable accommodation request, or if the applicant disagrees with any conditions imposed on the granting of the reasonable accommodation, the applicant may file an appeal to the City Council in compliance with Section 27 (Appeals) including that the appeal be submitted in writing before 5:00 p.m. of the fourteenth (14th) day following the date the decision was rendered by the director. Decisions on reasonable accommodation requests made by the City Council are final.

7. A reasonable accommodation is granted to an individual(s) and shall not run with the land. If the persons for which the accommodation were granted vacate the residence, the reasonable accommodation shall remain in effect only if the director determines that:

    a. The modification is physically integrated on the property and cannot feasibly be removed or altered; or

    b. The accommodation is necessary to give another disabled individual an equal opportunity to enjoy the dwelling. The director may request the applicant or their successor in interest to the property to provide documentation that subsequent occupants are persons with disabilities. Failure to provide such documentation within thirty (30) days of the date of a written request by the City shall constitute grounds for discontinuance by the City of the previously approved reasonable accommodation.

I. *Findings.* A request for reasonable accommodation shall be approved, with or without conditions, if the review authority first finds, based upon all the evidence presented, all of the following:

1. The housing which is the subject of the request for reasonable accommodation will be occupied by one or more individuals with disabilities protected under Fair Housing Laws;

2. The reasonable accommodation is necessary to make housing available to one or more individuals with a disability protected under the Fair Housing Laws;

3. The requested accommodation will not impose an undue financial or administrative burden on the City; and

4. The requested accommodation will not require a fundamental alteration in the nature of the City's zoning or building laws, policies, and/or procedures.

SECTION 9. Subsection 4.18.040 (Authority for land use and zoning decisions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while underline represents added language):

4.18.040. Authority for land use and zoning decisions.

Table 4-1 (Review Authority) identified the city official or authority responsible for reviewing and making decisions on each type of application or land use entitlement required by this zoning ordinance.

TABLE 4-1
REVIEW AUTHORITY

Type of Entitlement or Decision	*Applicable Citation*	*Director*	*Council*
Adjustments	4.19.050	Approve (1)	Appeal
Conditional Use Permits	4.19.070	Recommend (2)	Approve
Development Agreements	Section 21	Recommend	Approve
Design Reviews	4.19.060	Recommend	Approve
Director's Reviews	4.19.030	Approve (3)	Appeal (4)
General Plan Amendments	Section 28	Recommend	Approve
Home Occupation Permits	4.19.060	Issue	Appeal
Interpretations	1.02.020	Issue	Appeal
Reasonable Accommodation	4.19.100	Approve (5)	Appeal
Sign Permits	Section 15	Issue	Appeal
Specific Plans	Section 20	Recommend	Approve
Temporary Use Permits	4.19.040	Approve	Appeal
Variances	4.19.080	Recommend	Approve
Zoning Clearances	4.19.020	Issue	Appeal
Zoning Map Amendments	Section 28	Recommend	Approve
Zoning Ordinance Amendments	Section 28	Recommend	Approve

Notes:

(1) The director may defer action and refer any permit or approval application to the council for final determination.
(2) "Recommend" means that the review authority makes a recommendation to a higher review authority; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier review authority, in compliance with section 27 (Appeals).
(3) All decisions of the director are appealable to council, in compliance with section 27 (Appeals).
(4) All decisions of the council are final.
(5) When requests for reasonable accommodation are submitted for concurrent review with another discretionary land use application for which the council is the reviewing authority, the council shall also review the request for reasonable accommodation.

SECTION 10. The alphabetical list of definitions in Section 31 (Definitions) of Appendix I (Zoning) of the Cypress Municipal Code is hereby amended as follows, with the all definitions renumerated alphabetically (~~strikethrough~~ represents deleted language while underline represents added language):

6.31.020. Definitions of specialized terms and phrases.

D. *Definitions, "D."*

Density bonuses. A density bonus~~, as defined by Government Code § 65915 et seq.,~~ is an increased residential density ~~of at least twenty-five (25) percent~~ over the

maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable ~~very low and/or low income~~ dwelling units pursuant to Government Code Sections 65915-65918.

Dwelling unit, accessory. An attached or detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code; and

2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

Dwelling unit, junior accessory. A unit that is no more than 500 square feet in size and contained entirely within a single-family dwelling. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

G. *Definitions, "G."*

~~*Granny unit.* A dwelling unit, either attached to or detached from, a primary residence on a parcel that is zoned for a single-family residence, that is intended for the sole occupancy of one or two (2) adult persons who are sixty-two (62) years of age or over, consistent with Government Code Section 65852.1, as amended from time to time. The area of floor space of an attached granny unit shall not exceed thirty (30) percent of the existing living area. The area of the floor space of a detached granny unit shall not exceed one thousand two hundred (1,200) square feet.~~

S. *Definitions, "S."*

~~*Second dwelling unit.* A second permanent dwelling unit that is attached to or detached from an existing single-family residential dwelling unit which provides complete independent living facilities for one or more persons, as defined in Government Code Section 65852.2(i)(4), as it exists or as it may be amended from time to time. The second dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the existing unit is situated. A second dwelling unit may be an efficiency unit, as defined in Health and Safety Code Section 17958.1, as amended, or a manufactured home, as defined in Health and Safety Code Section 18007, as amended. (See subsection 3.17.200 (Second dwelling units).)~~

SECTION 11. CEQA. In accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, adoption of this Ordinance is exempt in that it can be seen with certainty that there is no possibility that the Ordinance may have

a significant effect on the environment. The adoption of the proposed ordinance is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The ordinance is limited to establishing procedures and standards for accessory dwelling units and density bonuses pursuant to State law. Reasonable accommodation procedures established are in compliance with federal and State fair housing laws. No new construction is proposed.

SECTION 12. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council of the City of Cypress declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this Ordinance are declared invalid.

SECTION 13. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 14. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ___ day of _____, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the 23rd day of May, 2022, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

_____

CITY CLERK OF THE CITY OF CYPRESS

NOTICE OF EXEMPTION

TO: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

__X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Filing Fee Exempt per Govt. Code Section 6103

Project Title
Zoning Ordinance Amendment to Section 12 – Density Bonus; Subsection 3.17.200 – Second Dwelling Units; and Subsection 4.19.100 – Reasonable Accommodation.

Project Location - Specific
City-wide

Project Location - City	**Project Location - County**
Cypress	Orange

Description of Nature, Purpose, and Beneficiaries of Project
A City-initiated amendment to the text of the Cypress Municipal Code, Appendix I – Zoning, to be consistent with related State housing laws as follows: (1) Repealing Section 12 ("Density Bonus") and replacing it with a new Section 12 ("Density Bonus") to comply with current State density bonus regulations (Government Code Sections 65915-65918); (2) Repealing Subsection 3.17.200 ("Second dwelling units") and replacing it with a new Subsection 3.17.200 ("Accessory dwelling units") to comply with Government Code Sections 65852.2 and 65852.22; and (3) Creating a new Subsection 4.19.100 ("Reasonable Accommodation") to establish procedures to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act. No new construction is proposed as part of this action.

Name of Public Agency Approving Project
City of Cypress

Name of Person or Agency Carrying Out Project (Applicant's Name and Address)
City of Cypress, Planning Division, 5275 Orange Avenue, Cypress, CA 90630

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
___ Categorical Exemption. State type and section number.
__X__ General Rule (Sec. 15061 [b] [3])

Reasons why project is exempt:
It can be seen with certainty that there is no possibility that this ordinance amendment may cause a significant effect on the environment, since the amendment is general in nature, limited to establishing procedures and standards, and would not preclude the review and application of the CEQA Guidelines for specific future residential projects.

Lead Agency Contact Person	**Area Code**	**Telephone Number**
Alicia Velasco, Planning Director	(714)	229-6720

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes ___X___ No _____

_____ _____ _____
Date Received for Filing at OPR | Signature | Date

Planning Director
Title

☒ Signed by Lead Agency
☐ Signed by Applicant

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Approve a Task Order for Public Works Construction Management and Inspection Services**

RECOMMENDATION

Approve a Task Order to Ardurra, Inc. for an amount not to exceed $100,000 to perform public works construction management and inspection services for the period of July 1, 2022 through June 30, 2023.

DISCUSSION

It is recommended the City Council award an on-call contract on June 27 for construction management and inspection services to Ardurra Inc. for street, signals, facilities, permits, project management, and engineering support projects. In conjunction with the approval of the on-call contract, this task order will ensure Public Works adequately manages and inspects various construction activities during FY 2022-23. It is forecasted approximately 54 inspection hours per month will be necessary for minor development projects and work related to encroachment permits such as checking traffic control, inspecting utility projects, and other miscellaneous work within the public street right-of-way.

BUDGET IMPACT

Sufficient amounts are included in the FY 2022-23 General Fund Budget for the construction permit inspection services associated with this task order. The amount of the task order is based on estimates for the upcoming fiscal year and City Council approval of additional task orders may be necessary if the volume of construction management and inspection services exceeds anticipated levels. However, all costs associated with these contract services are fully reimbursed to the City through the receipt of inspection and permit fee revenue collected for right-of-way construction activities.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Task Order

Task Order

On Call Contract Date	6/27/2022	Contract Approved by Council	Yes
Consultant	Ardurra Inc.		
Project	Public Works Construction Management and Inspection Services		

Amount	$100,000	Reimbursable	Yes
Service	Public Works Construction Management and Inspection Services		
Hourly Rates	Rates as specified in the On-Call Contract.		
Schedule	As needed or assigned by Director.		

Reviewed: Douglas Dancs Digitally signed by Douglas Dancs Date: 2022.06.16 11:33:30 -07'00' Director of Public Works	Approved by City Council on:

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.
3. At the new fiscal year, a separate task order will be issued for Public Works Construction Management and Inspection Services.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Approve a Task Order for City Traffic Engineer Services**

RECOMMENDATION

Approve a Task Order for an amount not to exceed $163,000 to Linscott, Law & Greenspan Engineers (LLG) to provide FY 2022-23 City Traffic Engineer Services.

DISCUSSION

Linscott, Law & Greenspan Engineers (LLG) has been the on-call consultant providing City Traffic Engineer services since July 2020. The LLG team has extensive experience and the consultant assigned to act as Cypress' City Traffic Engineer has done so since January 2019.

The attached task order to LLG will provide City Traffic Engineer services, advise the Traffic Commission, review capital and private development projects, and perform other tasks as assigned during FY 2022-23. The estimated annual cost of these services is $163,000.

BUDGET IMPACT

Sufficient amounts are included in the FY 2022-23 budget for the recommended task order.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Task Order

Task Order

On Call Contract Date	7/13/2020	Contract Approved by Council	Yes
Consultant	Linscott, Law & Greenspan Engineers (LLG)		
Project	City Traffic Engineering Services		

Amount	$163,000	Reimbursable	No
Service	City Traffic Engineering Services		
Hourly Rates	Contract Traffic Engineer rate of $198 per hour. Other rates as specified in the On-Call Contract.		
Schedule	As needed or assigned by Director.		

Reviewed:	Approved by City Council on:
Douglas Dancs Digitally signed by Douglas Dancs Date: 2022.06.16 11:34:28 -07'00' Director of Public Works	

Notes

1. All Task Orders must be performed within the budgetary limits established by the Task Order.
2. Provide sufficient back up for hours charged, as required by the Director.
3. At the new fiscal year, a separate task order will be issued for City Traffic Engineering Services.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Award a Contract for Community Center HVAC, Project 289**

RECOMMENDATION

1. Approve Plans and Specifications for Community Center Heating, Ventilation, and Air Conditioning (HVAC), Project 289; and

2. Award a contract to Bon Air, Inc., Los Angeles, CA, for $678,000, and authorize a contingency of $75,000; and

3. Approve a Task Order for Construction Inspection Services to Ardurra Inc. for $67,650, and authorize a contingency of $10,150.

DISCUSSION

The HVAC equipment at the Community Center is 15 years old and approaching the end of its useful life. This project will replace the HVAC units, repair necessary ductwork, controls/automation, and other miscellaneous work including roof repairs. Portions of the Community Center will need to close during construction and will be coordinated with Recreation and Community Services. Work is tentatively scheduled for January 2023.

On May 25, the City received four bids for the project with Bon Air Inc. as the low bidder. Ardurra Inc., the City's new on-call construction management firm recommended for approval on the June 27, will inspect the project. A summary of project award information is attached.

BUDGET IMPACT

The estimated project costs are $830,800 and sufficient amounts are available in the Recreation and Park District's General Fund budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Award Information and Bid Proposals
Task Order

Project Award Information Checklist

Description of Project:
Replace eight Heating, Ventilation, and Air Conditioning units, provide new controllers, clean and repair ductwork, perform air balancing and associated roof repairs at the Community Center.

Contract Working Days: 45 working days

Orange County Register Publication Date: April 28, 2022

Notice Inviting Bids Sent to: The Orange County Register, F.W. Dodge, Reed Construction Data, Construction Bid Board, Southern California Builders Association, Association General Contractors of America

Bid Opening Date: May 25, 2022

No. of Bid Packets Purchased: Seven

	Bidders	Amount
1.	Bon Air Inc., Los Angeles, CA	$678,000
2.	AC Pros Inc., Tarzana, CA	$738,250
3.	Scorpio Enterprises dba AireMasters Air Conditioning, Santa Fe Springs, CA	$780,600
4.	PCC Air Conditioning Inc., Cypress, CA	$991,480

Apparent Low Bidder: Bon Air Inc., Los Angeles, CA – $678,000

Median Bid Amount: $759,425

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:
Valid at Time of Award: Yes
Valid at Time of Bid: Yes

Registration with DIR:
Contractor: Yes
Sub-Contractor: Yes

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California.

Construction Management/Inspection Firm: Ardurra

On-Call Contract Date: June 27, 2022

Amount of Task Order: $ 67,650

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

COMMUNITY CENTER HVAC AND ROOF
PROJECT 289

Date: Wednesday, May 25, 2022, at 3:30 PM

Contractor Name: Bon Air Inc

Contractor Address: 11340 W. Olympic Blvd, suite 302, L.A., CA 90064

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 289, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Remove Existing HVAC Equipment and Replace with New, (Appendix "C") PER LS	$ 542,000	$542,000
2.	1	LS	Remove and Replace Roof System (Special Provisions) PER LS	$ 116,000	$ 116,000
3.	1,000	SF	Remove and Replace Roof Deck Sheathing (Special Provisions) PER SF	$ 20	$ 20,000

TOTAL AMOUNT OF BASE BID: $ 678,000 ✓

TOTAL AMOUNT OF BID IN WORDS: six hundred seventy eight ✓ Thousands. Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **FORTY FIVE (45)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

All work shall be completed between January 16th 2023 to March 21st 2023. The Cypress Community Center is a heavily used facility with instructional classes and event space available for rent. The City has blocked off these dates for construction of this project. Contractor shall make all necessary arrangements and provisions to complete work during this timeframe. Any alternate dates shall be subject to the approval of the City Engineer. No additional cost or compensation will be allowed for any shipping, materials, labor, or equipment cost increase during the duration of this contract.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 289

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Wednesday, May 25, 2022, at 3:30 PM.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: May 23, 2022

FIRM NAME: Bon Air, Inc.

FIRM ADDRESS: 11340 W. Olympic Blvd., suite 302, LA., CA 90064

TELEPHONE: 310-575-1111

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

BAHMAN HANNANI, PRESIDENT
Printed Name and Title

Signature

NAME AND SIGNATURE:

MOZAFFAR SHAYE, SECRETARY
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 499561

Expiration Date: 10/31/2022

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

COMMUNITY CENTER HVAC AND ROOF
PROJECT 289

Date: Wednesday, May 25, 2022, at 3:30 PM

Contractor Name: **AC Pros, Inc.**

Contractor Address: **18340 Ventura Blvd. #216 Tarzana, CA 91356**

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 289, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Remove Existing HVAC Equipment and Replace with New, (Appendix "C") PER LS	$ 589,880	$ 589,880
2.	1	LS	Remove and Replace Roof System (Special Provisions) PER LS	$ 120,000	$ 120,000
3.	1,000	SF	Remove and Replace Roof Deck Sheathing (Special Provisions) PER SF	$ 28,37	$ 28,370

TOTAL AMOUNT OF BASE BID: $ 738,250 00

TOTAL AMOUNT OF BID IN WORDS: Seven Hundred Thirty Eight Thousand Two Hundred Fifty Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **FORTY FIVE (45)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

All work shall be completed between January 16th 2023 to March 21st 2023. The Cypress Community Center is a heavily used facility with instructional classes and event space available for rent. The City has blocked off these dates for construction of this project. Contractor shall make all necessary arrangements and provisions to complete work during this timeframe. Any alternate dates shall be subject to the approval of the City Engineer. No additional cost or compensation will be allowed for any shipping, materials, labor, or equipment cost increase during the duration of this contract.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 289

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Wednesday, May 25, 2022, at 3:30 PM.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 5/24/2022

FIRM NAME: **AC Pros, Inc.**

FIRM ADDRESS: **18340 Ventura Blvd. #216 Tarzana, CA 91356**

TELEPHONE: **(818)342-7767**

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Noam Ziv, President & Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Ronit Ziv, Treasurer
Printed Name and Title

Signature

NAME AND SIGNATURE:

Ronit Ziv, Treasurer
Printed Name and Title

Signature

Contractor's License No.: #871281

Expiration Date: 01/31/2024

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

COMMUNITY CENTER HVAC AND ROOF
PROJECT 289

Date: Wednesday, May 25, 2022, at 3:30 PM

Contractor Name: Scorpio Enterprises dba AireMasters Air Conditioning

Contractor Address: 12556 McCann Drive Santa Fe Springs, CA 90670

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 289, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Remove Existing HVAC Equipment and Replace with New, (Appendix "C") PER LS	$	$ 646,600.00
2.	1	LS	Remove and Replace Roof System (Special Provisions) PER LS	$	$ 96,000.00
3.	1,000	SF	Remove and Replace Roof Deck Sheathing (Special Provisions) PER SF	$ 38.00	$ 38,000.00

TOTAL AMOUNT OF BASE BID: $ 780,600.00

TOTAL AMOUNT OF BID IN WORDS: Seven Hundred Eighty [redacted] and Six hundred thousand Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **FORTY FIVE (45)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

All work shall be completed between January 16th 2023 to March 21st 2023. The Cypress Community Center is a heavily used facility with instructional classes and event space available for rent. The City has blocked off these dates for construction of this project. Contractor shall make all necessary arrangements and provisions to complete work during this timeframe. Any alternate dates shall be subject to the approval of the City Engineer. No additional cost or compensation will be allowed for any shipping, materials, labor, or equipment cost increase during the duration of this contract.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 289

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Wednesday, May 25, 2022, at 3:30 PM.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: May 24, 2022

FIRM NAME: Scorpio Enterprises dba AireMasters Air Conditioning

FIRM ADDRESS: 12556 McCann Drive Santa Fe Springs, California 90670

TELEPHONE: (562) 946-9464

SIGNATURE: _____
Bidder

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Charles Thompson, President
Printed Name and Title

Signature

NAME AND SIGNATURE:

Linda Thompson, Secretary
Printed Name and Title

Signature

NAME AND SIGNATURE:

Printed Name and Title

Signature

Contractor's License No.: 315631

Expiration Date: 7/31/2022

PROPOSAL BID SHEET
SCHEDULE OF WORK ITEMS

COMMUNITY CENTER HVAC AND ROOF
PROJECT 289

Date: Wednesday, May 25, 2022, at 3:30 PM

Contractor Name: PPC Air Conditioning, Inc.

Contractor Address: 5950 Lakeshore Drive, Cypress, CA 90630

THE CITY COUNCIL
CITY OF CYPRESS
CALIFORNIA 90630

Honorable Councilmembers:

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress Project 289, hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Engineering Division of the Department of Public Works Department of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID:

No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Remove Existing HVAC Equipment and Replace with New, (Appendix "C") PER LS	$881,480	$881,480
2.	1	LS	Remove and Replace Roof System (Special Provisions) PER LS	$92,000	$92,000
3.	1,000	SF	Remove and Replace Roof Deck Sheathing (Special Provisions) PER SF	$ 18.00	$18,000

TOTAL AMOUNT OF BASE BID: $ 991,480.00

TOTAL AMOUNT OF BID IN WORDS: Nine Hundred Ninety One Thousand Four Hundred Eighty Dollars

(Please Print Total Amount of Bid in WORDS)

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be within **FORTY FIVE (45)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

All work shall be completed between January 16th 2023 to March 21st 2023. The Cypress Community Center is a heavily used facility with instructional classes and event space available for rent. The City has blocked off these dates for construction of this project. Contractor shall make all necessary arrangements and provisions to complete work during this timeframe. Any alternate dates shall be subject to the approval of the City Engineer. No additional cost or compensation will be allowed for any shipping, materials, labor, or equipment cost increase during the duration of this contract.

BID ADDENDA: Bidders who purchase plans and specifications at the City shall be placed on a bidders list, and shall receive any issued Bid Addenda. Bidders, who obtain plans and specifications from plan rooms or other sources, are responsible to contact the Public Works Department at 714-229-6740, in order to be placed on the Bidders List and receive any issued Addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL
CITY OF CYPRESS PROJECT 289

The undersigned bidder affirms that he/she:

a. Has noted and is fully informed as to the conditions outlined in the liquidated damages provisions of the Specifications.

b. Has satisfied himself/herself by personal examination of the location of the proposed work and such other means that he/she may prefer, as to the actual conditions and requirements of the work, and he/she shall not dispute, complain, or assert at any time after submission of the bid that there was any misunderstanding in regard to the nature and/or amount of work to be done.

c. Is aware that all proposals must be in the office to the City Clerk no later than: **Wednesday, May 25, 2022, at 3:30 PM.**

d. Is aware that the City of Cypress reserves the right to reject any and all proposals.

e. Has submitted with this proposal a certificate showing proof of participation as a signatory to a recognized apprenticeship and/or training program, if required.

f. Has attached to this Proposal Cash, or a Cashier's Check or Certified Check in favor of the City of Cypress, in an amount equal to at least ten percent (10%) of the total bid, or a Bid Bond for said amount in the form furnished by the City, with the understanding that said security shall be held by the City until the Agreement for doing the work has been entered into that said security shall be forfeited to the City as liquidated damages should the undersigned fail to enter into a contract and furnish the required bonds and insurance within the time specified in the Contract Documents, if awarded the Contract; and the undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

Please indicate whether proprietorship, corporation or partnership and any use of fictitious business name: ☒ Corporation ☐ Partnership ☐ Proprietorship

DATED: 05/25/2022

FIRM NAME: PPC Air Conditioning, Inc.

FIRM ADDRESS: 5950 Lakeshore Drive, Cypress, CA 90630

TELEPHONE: 714.952.2001

SIGNATURE: _____
Bidder

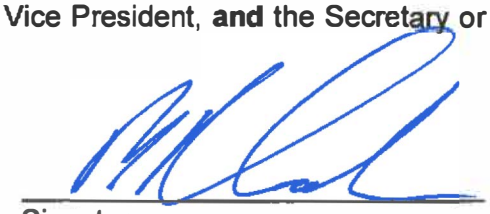
The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

If a partnership, name and signature of at least one General Partner.

If a corporation, names and signatures of President or Vice President, **and** the Secretary or Assistant Secretary.

NAME AND SIGNATURE:

Bruce Cook, Jr.
Printed Name and Title


Signature

NAME AND SIGNATURE:

Brian Buchanan, Vice President
Printed Name and Title


Signature

NAME AND SIGNATURE:

Debora Ryan, Corporate Secretary
Printed Name and Title


Signature

Contractor's License No.: 662165

Expiration Date: 12/31/2022

ARDURRA
COLLABORATE. INNOVATE. CREATE.

June 20, 2022

Alexandru A. Bangean, PE
Project Manager
City of Cypress
Public Works Department
5275 Orange Avenue
Cypress, CA 90630
ABangean@cypressca.org

Subject: Proposal to Provide Construction Management and Inspection Services for the Community Center HVAC and Roof, Project 289

Dear Mr. Bangean,

Ardurra Group, Inc. (Ardurra) is pleased to present this proposal to the City of Cypress to provide professional construction management (CM) and inspection services required for the subject project, which is based on our on-call contract being considered by City Council on June 27, 2022.

Project Understanding

Ardurra understands the City is seeking assistance with CM and inspection services to oversee the successful completion of construction activities that have been designed by Engineering-Design-Analysis, Inc. In general, the project includes removal of existing HVAC equipment at the Community Center, installation of new HVAC equipment, and removal and replacement of the roof system where the new HVAC equipment is placed.

CM and inspection services will be provided in accordance with our recently submitted On-Call Construction Management/Engineering Support/Testing and Inspection Services proposal being considered by City Council on June 27, 2022.

The project duration is 45 working days, and the anticipated construction cost is $678,000. The project will start in January 2023. Prior to the commencement of construction, Ardurra will provide a qualified and experienced CM and inspector that are mutually acceptable to the City and Ardurra. All Ardurra team members, with the requisite qualifications and experience, stand ready to commence work on this project immediately subject to a notice to proceed.

Please feel free to contact me at ddemilia@ardurra.com or (714) 458-0703, if you have any questions or require additional information. We look forward to working closely with the City on this important project.

Respectfully submitted,
Ardurra Group, Inc.



Dino P. D'Emilia, PE, F.ASCE, QSD
Project and Construction Management Group Leader

Attachment A

Scope of Services

Ardurra's scope of services specific to this project will include the following tasks:

- Assist the City's designated project manager with project oversight.
- Conduct the preconstruction meeting as well as weekly construction progress meetings.
- Provide CM and inspection services for required coordination with the contractor, Public Works Department, and Building and Safety Department.
- Prepare and maintain daily logs.
- Assist in obtaining all required permits.
- Coordinate any inspection requirements with the City's Building and Safety Department and other required City Departments.
- Provide onsite CM and inspection during construction, and coordinate distribution of any warranties and/or maintenance manuals related to new equipment.
- Provide the City project manager with all project-related files.

Attachment B

Estimated Fee

City of Cypress
Construction Management and Inspection Services for the Community Center HVAC and Roof, Project 289
45 Working Day Construction Duration

Pre-Construction		5 Working Days		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Project Inspector	1.00	10.00	$ 150.00	$ 1,500.00
Construction Manager	2.00	10.00	$ 200.00	$ 2,000.00
Project Controls	3.00	15.00	$ 145.00	$ 2,175.00
Subtotal Pre-Construction				$ 5,675.00
Construction		**45 Working Days**		
TITLE	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Project Inspector	4.00	180.00	$ 150.00	$ 27,000.00
Construction Manager	2.00	90.00	$ 200.00	$ 18,000.00
Project Controls	2.00	90.00	$ 145.00	$ 13,050.00
Subtotal Construction				$ 58,050.00
Post-Construction		**5 Working Days**		
TITLE Project Inspector	Est. Hours Per Day	Total Hours	Hourly Rate	Extended Fee
Project Inspector	1.00	5.00	$ 150.00	$ 750.00
Construction Manager	1.00	5.00	$ 200.00	$ 1,000.00
Project Controls	3.00	15.00	$ 145.00	$ 2,175.00
Subtotal Post-Construction				$ 3,925.00
Total Estimated Fee				$ 67,650.00

The terms and conditions for the delivery of the scope and fee proposed shall be pursuant to the on-call Contract Agreement for Construction Management Services / Engineering Support / Testing & Inspection Services by and between the City of Cypress and Ardurra Group, Inc. (AGI).

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Award a Contract for the Purchase of Engineering Workstations**

RECOMMENDATION

Award a contract to Interior Office Solutions, dba PeopleSpace, for $69,584.99, for the design, purchase, and installation of furniture and furnishings for the Public Works Engineering Division.

DISCUSSION

The budget includes $75,000 for a capital project to replace and enhance the deteriorating workstations and furnishings in the Public Works Engineering Division which are over 20 years old. The project creates a more functional workspace in the large area of the City Hall's east wing which houses the majority of engineering staff. Modernized workstations provide better ergonomics, include height-adjustable work surfaces, and more efficient workspaces to accommodate the latest technology, including reviewing digital plans. The project also furnishes Engineering's new traffic management center and network which allows viewing of all the traffic monitoring camera screens and signal timing controls in a central area.

This area of the east wing will not be impacted by the City Hall seismic retrofit project scheduled for FY 2023-24. The furniture located in the areas impacted by the retrofit project will be replaced following construction.

Local governments use cooperative government purchasing programs to achieve better pricing and streamline purchases by removing repetitive, resource-intensive, and costly bid procedures associated with routine purchases. The Cypress Municipal Code allows for this type of purchasing under section 21A-10(e). For this recommended purchase, the City identified a contract between the County of Orange and Interior Office Solutions for office furniture, installation, and other related services which was consistent with the scope of the project. A proposal for six workstations, two private offices, and a collaborative workspace was submitted by Interior Office Solutions with costs consistent with the County of Orange contract.

BUDGET IMPACT

Sufficient amounts are available in the City's Capital Projects Fund for the design, purchase and installation of the new workstations.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

PeopleSpace Cooperative Agreement Quote

County of Orange Cooperative Agreement

---

peoplespace
17800 Mitchell North
Irvine, CA 92614

T: 949-724-9444
F: 949-724-9449

www.peoplespace.com

EST28400_Haworth Touchdown Station

Item	Mfg	Qty	Product				Unit	Extended
1	HAF TOUCHDOWN FP	1	**JPMH-24-SJ** X Series,Pedestal,Mobile,B/B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,Stl Top ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,119.36** **$279.84**	**$1,119.36** **$279.84**
2	HHK TOUCHDOWN CA	1	**WURA-2460-LJSA** Worksurface, Rect,24Dx60W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$668.66** **$123.70**	**$668.66** **$123.70**
3	HHK TOUCHDOWN CA	1	**ZZBA-0000-PL** Side/Corner Bracket,LH	Customer Discount: -	81.50	*List:* *Sell:*	**$27.56** **$5.10**	**$27.56** **$5.10**
4	HHK TOUCHDOWN CA	1	**ZZBD-1600-PR** Compose, Cntlvr Brkt,16In.D,RH	Customer Discount: -	81.50	*List:* *Sell:*	**$88.48** **$16.37**	**$88.48** **$16.37**
5	HHN TOUCHDOWN BC	1	**VZGK-0824-AS4R** Compose,Kit,Frameless,8"H X24"W,Alum,Standard,1/4" Glass,Radius ,TR-E SMOKE GRD A (SK) CLEAR GRD D ,SK-1C CLEAR GRD A	Customer Discount: -	81.00	*List:* *Sell:*	**$777.77** **$147.78**	**$777.77** **$147.78**
6	HHN TOUCHDOWN BC	1	**VZCT-4200-A** Compose,Connector Trim,Corner,3-Way 42In.H, Alum ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$490.19** **$93.14**	**$490.19** **$93.14**

Item	Mfg	Qty	Product				Unit	Extended
7	HHN TOUCHDOWN BC	**1**	**VZGC-0000** Compose,Clip,End-Of-Run,Frameless Glass	Customer Discount: -	81.00	*List:* *Sell:*	**$27.82** **$5.29**	**$27.82** **$5.29**
8	HHN TOUCHDOWN BC	**1**	**VZCE-4200-A** Compose,Panel Trim,End-Of-Run 42In.H, Alum ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$240.96** **$45.78**	**$240.96** **$45.78**
9	HHN TOUCHDOWN BC	**1**	**VZCC-0060-A** Compose,Top Trim 60In.W,Alumn ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$173.75** **$33.01**	**$173.75** **$33.01**
10	HHN TOUCHDOWN YA	**1**	**EUER-153P-GS0S** Triplex Receptacle,15 Amp, 332, CM ,TR-E SMOKE, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$154.86** **$69.69**	**$154.86** **$69.69**
11	HHN TOUCHDOWN BC	**2**	**VZAD-0000-R** Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009 ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$4.92** **$0.93**	**$9.84** **$1.86**
12	HHN TOUCHDOWN BC	**1**	**VZCL-4200-A** Compose,Connector Trim,Corner,2-Way 42In.H, Alum ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$552.15** **$104.91**	**$552.15** **$104.91**
13	HHN TOUCHDOWN 2442FN BC	**1**	**VZFF-4224-NNNNNR** Compose, Frm,42Hx24W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$238.92** **$45.39**	**$238.92** **$45.39**

Item	Mfg	Qty	Product				Unit	Extended
14	HHN TOUCHDOWN 2442FN BC	2	**VZTI-4024-FNN** Single Tile,40In.HX24In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$249.75** **$47.45**	**$499.50** **$94.90**
15	HHN TOUCHDOWN 6042A3 BC	1	**VZFF-4260-N3HNNR** Compose, Frm,42Hx60W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$662.50** **$125.88**	**$662.50** **$125.88**
16	HHN TOUCHDOWN 6042A3 BC	1	**VZTI-3260-FNN** Compose,Single Tile,32In.HX60In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$356.66** **$67.77**	**$356.66** **$67.77**
17	HHN TOUCHDOWN 6042A3 BC	1	**VZTI-4060-FNN** Compose,Single Tile,40In.HX60In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$427.23** **$81.17**	**$427.23** **$81.17**
18	HCC TOUCHDOWN HA	1	**LSET-1** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**

peoplespace

17800 Mitchell North
Irvine, CA 92614

T: 949-724-9444
F: 949-724-9449

www.peoplespace.com

EST28400_Haworth

Item	Mfg	Qty	Product				Unit	Extended
1	HAF CONFERENCE FM2	1	**JA18-3936-ALSJR** X Series, Cubby Locker,18Dx39Hx36W,4 Dr, 18", LH,Ptd Frnt, J-Pull Tch LtCH, Ptd Top ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$4,712.38** **$1,178.10**	**$4,712.38** **$1,178.10**
2	HAF CONFERENCE FM2	1	**JA18-3936-ARSJR** X Series, Cubby Locker,18Dx39Hx36W,4 Dr, 18", RH,Ptd Frnt, J-Pull Tch LtCH, Ptd Top ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$4,712.38** **$1,178.10**	**$4,712.38** **$1,178.10**
3	HAF CONFERENCE FM	2	**JSPY-0336-SJ** X Series,3H x 36"W,Closed Cabinet,Two Doors,Ptd Dr Front,Ptd Lock Bar,Freestanding Mount ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,861.63** **$465.41**	**$3,723.26** **$930.82**
4	HAF CONFERENCE FM	1	**JTPL-36A2-JYJYS** X Series, Common Top, Prd Frnt, Lam Top, 37.5Dx102W, 3mm Plstc Usr, 1mm LH,3mm Bck,1mm RH ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	75.00	*List:* *Sell:*	**$2,308.77** **$577.19**	**$2,308.77** **$577.19**
5	HAK CONFERENCE JV	1	**TCRA-48A8-LJSNGG4A** Jive,Tbl,Rect,Lam,48"x108",Eb3,Std,Co:none,Brd,Gld,29"h,Ptd ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	57.00	*List:* *Sell:*	**$3,493.06** **$1,502.02**	**$3,493.06** **$1,502.02**
6	HAF PO 1 FM	1	**JLPD-0236-TKA** X Series,27.5"H x 36"W,Lateral File,File,Lam Drw Frnt,Laminate Lock Rail,Attached,J Pull,Glides ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$2,167.87** **$541.97**	**$2,167.87** **$541.97**

Item	Mfg	Qty	Product				Unit	Extended
7	HAF PO 1 FP	**1**	**JPAH-24-TK** X Series,Pedestal,Attached,B/B/F,24"D,LamDrwFrt, Lam Lkrl,J Pull ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,509.03** **$377.26**	**$1,509.03** **$377.26**
8	HAN PO 1 CA	**2**	**KUAF-1636** Tackboard,Wall-Mounted,Universal 16In. X 36In. (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.50	*List:* *Sell:*	**$350.98** **$64.93**	**$701.96** **$129.86**
9	HCC PO 1 YA	**1**	**LUTN-0044-19ULDN** Light, Task, LED,Adapt,44", Stand Alone,18 Watt,9' Cord	Customer Discount: -	55.00	*List:* *Sell:*	**$269.27** **$121.17**	**$269.27** **$121.17**
10	HAK PO 1 US	**1**	**TJRA-2964-LJSNCUG** Upside,Table,29"x64",Lam,Eb3,Std,No Co,C-Leg,Extended Range - Simple Paddle ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	64.00	*List:* *Sell:*	**$1,749.85** **$629.95**	**$1,749.85** **$629.95**
11	HHM PO 1 RA	**1**	**ULSE-2824-SLN** Masters Series,End Panel,Lam,28"Hx24"D ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$329.22** **$131.69**	**$329.22** **$131.69**
12	HHM PO 1 RA	**1**	**ULSE-2824-SRN** Masters Series,End Panel,Lam,28"Hx24"D ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$329.22** **$131.69**	**$329.22** **$131.69**
13	HAN PO 1 CA	**1**	**UUKS-1672-LWL** Adaptable,Upper Storage,72"W,Laminate Front,Wall Mount,Hinge,Swing,Locking ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	81.50	*List:* *Sell:*	**$4,518.37** **$835.90**	**$4,518.37** **$835.90**

Item	Mfg	Qty	Product				Unit	Extended
14	HHM PO 1 RA	**1**	**XLWF-2472-JSNN** Masters Series,Laminate,Credenza Top,One Profile Edge,24"Dx72"W,No Grommet ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$463.85** **$185.54**	**$463.85** **$185.54**
15	HHM PO 1 RA	**1**	**XLYH-3072-JSNF** Masters Series,Shell,Lam,Rectangular Desk,30Dx72"WFull Recessed Mod ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A	Customer Discount: -	60.00	*List:* *Sell:*	**$2,201.06** **$880.42**	**$2,201.06** **$880.42**
16	HAF PO 2 FM	**1**	**JLPD-0236-TKA** X Series,27.5"H x 36"W,Lateral File,File,Lam Drw Frnt,Laminate Lock Rail,Attached,J Pull,Glides ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$2,167.87** **$541.97**	**$2,167.87** **$541.97**
17	HAF PO 2 FP	**1**	**JPAH-24-TK** X Series,Pedestal,Attached,B/B/F,24"D,LamDrwFrt, Lam Lkrl,J Pull ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,509.03** **$377.26**	**$1,509.03** **$377.26**
18	HAN PO 2 CA	**2**	**KUAF-1636** Tackboard,Wall-Mounted,Universal 16In. X 36In. (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.50	*List:* *Sell:*	**$350.98** **$64.93**	**$701.96** **$129.86**
19	HCC PO 2 YA	**1**	**LUTN-0044-19ULDN** Light, Task, LED,Adapt,44", Stand Alone,18 Watt,9' Cord	Customer Discount: -	55.00	*List:* *Sell:*	**$269.27** **$121.17**	**$269.27** **$121.17**
20	HAK PO 2 US	**1**	**TJRA-2964-LJSNCUG** Upside,Table,29"x64",Lam,Eb3,Std,No Co,C-Leg,Extended Range - Simple Paddle ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	64.00	*List:* *Sell:*	**$1,749.85** **$629.95**	**$1,749.85** **$629.95**

Item	Mfg	Qty	Product				Unit	Extended
21	HHM PO 2 RA	**1**	**ULSE-2824-SLN** Masters Series,End Panel,Lam,28"Hx24"D ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$329.22** **$131.69**	**$329.22** **$131.69**
22	HHM PO 2 RA	**1**	**ULSE-2830-SRN** Masters Series,End Panel,Lam,RH,28"Hx30"D ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$348.30** **$139.32**	**$348.30** **$139.32**
23	HAN PO 2 CA	**1**	**UUKS-1672-LWL** Adaptable,Upper Storage,72"W,Laminate Front,Wall Mount,Hinge,Swing,Locking ,TR-MC METALLIC CHAMPAGNE GRD B ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,LR-BP CHROME GRD A	Customer Discount: -	81.50	*List:* *Sell:*	**$4,518.37** **$835.90**	**$4,518.37** **$835.90**
24	HHM PO 2 RA	**1**	**XLWF-2472-JSNN** Masters Series,Laminate,Credenza Top,One Profile Edge,24"Dx72"W,No Grommet ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	60.00	*List:* *Sell:*	**$463.85** **$185.54**	**$463.85** **$185.54**
25	HHM PO 2 RA	**1**	**XLYH-3072-JSNF** Masters Series,Shell,Lam,Rectangular Desk,30Dx72"WFull Recessed Mod ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A ,H-KN GREY ELM GRD B ,HP-KN GREY ELM GRD A	Customer Discount: -	60.00	*List:* *Sell:*	**$2,201.06** **$880.42**	**$2,201.06** **$880.42**
26	HCC WORKSTATIONS YA	**12**	**DTLT-2** Letter Tray ,TR-LU SHADOW, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$37.45** **$16.85**	**$449.40** **$202.20**
27	HCC WORKSTATIONS YA	**7**	**DTPR-3** Moxie Jump Stuff Paper Sorter ,TR-LU SHADOW GRD A ,TR-E SMOKE GRD A	Customer Discount: -	55.00	*List:* *Sell:*	**$101.60** **$45.72**	**$711.20** **$320.04**

Item	Mfg	Qty	Product				Unit	Extended
28	HHN WORKSTATIONS YA	2	**EUER-153P-GS0S** Triplex Receptacle,15 Amp, 332, CM ,TR-E SMOKE, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$154.86** **$69.69**	**$309.72** **$139.38**
29	HAF WORKSTATIONS FM	1	**JLPD-0236-SJ** X Series,27.5"H x 36"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Freestanding,J Pull,Glides ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,737.42** **$434.36**	**$1,737.42** **$434.36**
30	HAF WORKSTATIONS FM	3	**JLPD-0236-SJA** X Series,27.5"H x 36"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Attached,J Pull,Glides ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,528.29** **$382.07**	**$4,584.87** **$1,146.21**
31	HAF WORKSTATIONS FP	6	**JPMH-24-SJ** X Series,Pedestal,Mobile,B/B/F,24"D,PtdDrwFrt, Stl Lkrl,J Pull,Cstr,Stl Top ,TR-MC METALLIC CHAMPAGNE GRD B ,LR-BP CHROME GRD A	Customer Discount: -	75.00	*List:* *Sell:*	**$1,119.36** **$279.84**	**$6,716.16** **$1,679.04**
32	HHN WORKSTATIONS YA1	3	**SYLM-4230-DPZNNNN** Belong,Universal,LH,Gallery End Pnl-Vt Grain,42HX30W,Lam,Syst Cnt,Compose,No Trm,No Screen Connc,No Pwr,No Top ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$540.00** **$243.00**	**$1,620.00** **$729.00**
33	HHN WORKSTATIONS YA1	1	**SYMM-4260-DPZNNNN** Belong,Universal,Mid Mount,Gallery End Pnl-Vt Grain,42HX60W,Lam,Syst Cnt,Compose,No Trm,No Screen Connc,No Pwr,No Top ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$889.84** **$400.43**	**$889.84** **$400.43**
34	HHN WORKSTATIONS YA1	1	**SYRG-4230-DPZNNNN** Belong,Universal,RH,Gallery End Pnl-Hz Grain,42HX30W,Lam,Syst Cnt,Compose,No Trm,No Screen Connc,No Pwr,No Top ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$540.00** **$243.00**	**$540.00** **$243.00**

Item	Mfg	Qty	Product				Unit	Extended
35	HHN WORKSTATIONS YA1	1	**SYRM-4224-DPZNNNN** Belong,Universal,RH,Gallery End Pnl-Vt Grain,42HX24W,Lam,Syst Cnt,Compose,No Trm,No Screen Connc,No Pwr,No Top ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$421.90** **$189.86**	**$421.90** **$189.86**
36	HHN WORKSTATIONS YA1	2	**SYRM-4230-DPZNNNN** Belong,Universal,RH,Gallery End Pnl-Vt Grain,42HX30W,Lam,Syst Cnt,Compose,No Trm,No Screen Connc,No Pwr,No Top ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	55.00	*List:* *Sell:*	**$540.00** **$243.00**	**$1,080.00** **$486.00**
37	HAK WORKSTATIONS JV	1	**TCRA-3042-LJSNEC4** Jive,Tbl,Rect,Lam,30"x42",Eb3,Std,Co:none,Post - Extruded,Cstr,29"h ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	57.00	*List:* *Sell:*	**$834.47** **$358.82**	**$834.47** **$358.82**
38	HAK WORKSTATIONS US	5	**TJRA-2970-LJSNCUG** Upside,Table,29"x70",Lam,Eb3,Std,No Co,C-Leg,Extended Range - Simple Paddle ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	64.00	*List:* *Sell:*	**$1,782.07** **$641.55**	**$8,910.35** **$3,207.75**
39	HHN WORKSTATIONS BC	40	**VZAD-0000-R** Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009 ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$4.92** **$0.93**	**$196.80** **$37.20**
40	HHN WORKSTATIONS BC	21	**VZAL-4200** Panel, Vertical Light Block, 42in, Compose	Customer Discount: -	81.00	*List:* *Sell:*	**$6.54** **$1.24**	**$137.34** **$26.04**
41	HHN WORKSTATIONS BC	25	**VZAR-0000** Panel, Receptacle Blank Cover, Svc ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$8.18** **$1.55**	**$204.50** **$38.75**

Item	Mfg	Qty	Product				Unit	Extended
42	HHN WORKSTATIONS BC	**4**	**VZCC-0030-A** Compose,Top Trim 30In.W,Alumn ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$125.05** **$23.76**	**$500.20** **$95.04**
43	HHN WORKSTATIONS BC	**10**	**VZCC-0036-A** Compose,Top Trim 36In.W,Alumn ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$134.79** **$25.61**	**$1,347.90** **$256.10**
44	HHN WORKSTATIONS BC	**1**	**VZCC-0042-A** Compose,Top Trim 42In.W,Alumn ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$144.53** **$27.46**	**$144.53** **$27.46**
45	HHN WORKSTATIONS BC	**2**	**VZCC-0048-A** Compose,Top Trim 48In.W,Alumn ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$154.27** **$29.31**	**$308.54** **$58.62**
46	HHN WORKSTATIONS BC	**1**	**VZCE-4200-A** Compose,Panel Trim,End-Of-Run 42In.H, Alum ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$240.96** **$45.78**	**$240.96** **$45.78**
47	HHN WORKSTATIONS BC	**7**	**VZCL-4200-A** Compose,Connector Trim,Corner,2-Way 42In.H, Alum ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$552.15** **$104.91**	**$3,865.05** **$734.37**
48	HHN WORKSTATIONS BC	**2**	**VZCT-4200-A** Compose,Connector Trim,Corner,3-Way 42In.H, Alum ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$490.19** **$93.14**	**$980.38** **$186.28**

Item	Mfg	Qty	Product				Unit	Extended
49	HHN WORKSTATIONS BC	**3**	**VZEB-0000-3** Compose,Base Feed Module,3Cir,332	Customer Discount: -	81.00	*List:* *Sell:*	**$433.74** **$82.41**	**$1,301.22** **$247.23**
50	HHN WORKSTATIONS BC	**1**	**VZEF-0R0S** Compose,Flex Connector,Straight Span,3-Circuit	Customer Discount: -	81.00	*List:* *Sell:*	**$145.38** **$27.62**	**$145.38** **$27.62**
51	HHN WORKSTATIONS BC	**1**	**VZGC-0000** Compose,Clip,End-Of-Run,Frameless Glass	Customer Discount: -	81.00	*List:* *Sell:*	**$27.82** **$5.29**	**$27.82** **$5.29**
52	HHN WORKSTATIONS BC	**14**	**VZGE-0000-A** Compose,Bottom Rail End Cap,Frameless Topper, Alum ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$51.09** **$9.71**	**$715.26** **$135.94**
53	HHN WORKSTATIONS BC	**5**	**VZGK-0830-AS4R** Compose,Kit,Frameless,8"H X30"W,Alum,Standard,1/4" Glass,Radius ,TR-E SMOKE GRD A (SK) CLEAR GRD D ,SK-1C CLEAR GRD A	Customer Discount: -	81.00	*List:* *Sell:*	**$886.21** **$168.38**	**$4,431.05** **$841.90**
54	HHN WORKSTATIONS BC	**10**	**VZGK-0836-AS4R** Compose,Kit,Frameless,8"H X36"W,Alum,Standard,1/4" Glass,Radius ,TR-E SMOKE GRD A (SK) CLEAR GRD D ,SK-1C CLEAR GRD A	Customer Discount: -	81.00	*List:* *Sell:*	**$994.65** **$188.98**	**$9,946.50** **$1,889.80**
55	HHN WORKSTATIONS BC	**2**	**VZGK-0842-AS4R** Compose,Kit,Frameless,8"H X42"W,Alum,Standard,1/4" Glass,Radius ,TR-E SMOKE GRD A (SK) CLEAR GRD D ,SK-1C CLEAR GRD A	Customer Discount: -	81.00	*List:* *Sell:*	**$1,103.09** **$209.59**	**$2,206.18** **$419.18**

Item	Mfg	Qty	Product				Unit	Extended
56	HHK WORKSTATIONS CA	2	**WURA-2442-LJSA** Worksurface, Rect,24Dx42W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$471.60** **$87.25**	**$943.20** **$174.50**
57	HHK WORKSTATIONS CA	2	**WURA-2448-LJSA** Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$568.94** **$105.25**	**$1,137.88** **$210.50**
58	HHK WORKSTATIONS CA	2	**WURA-2472-LJSA** Worksurface, Rect,24Dx72W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$768.38** **$142.15**	**$1,536.76** **$284.30**
59	HHK WORKSTATIONS CA	3	**WURA-3072-LJSA** Worksurface, Rect,30Dx72W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$885.99** **$163.91**	**$2,657.97** **$491.73**
60	HHK WORKSTATIONS CA	1	**WURA-30B4-LJSA** Worksurface,Rect,30Dx114W,Lam,Edgeband,Std Core,Notched ,H-KN GREY ELM, GRADE B ,HP-KN GREY ELM, GRADE A	Customer Discount: -	81.50	*List:* *Sell:*	**$1,266.51** **$234.30**	**$1,266.51** **$234.30**
61	HHK WORKSTATIONS CA	1	**ZZBA-0000-PL** Side/Corner Bracket,LH	Customer Discount: -	81.50	*List:* *Sell:*	**$27.56** **$5.10**	**$27.56** **$5.10**
62	HHK WORKSTATIONS CA	8	**ZZBD-1600-PP** Compose, Cntlvr Brkt,16In.D,Bh	Customer Discount: -	81.50	*List:* *Sell:*	**$145.31** **$26.88**	**$1,162.48** **$215.04**

Item	Mfg	Qty	Product				Unit	Extended
63	HHK WORKSTATIONS CA	4	**ZZBD-1600-PR** Compose, Cntlvr Brkt,16In.D,RH	Customer Discount: -	81.50	*List:* *Sell:*	**$88.48** **$16.37**	**$353.92** **$65.48**
64	HHN WORKSTATIONS 3042A3 BC	1	**VZFF-4230-N3NHNR** Compose, Frm,42Hx30W,Bs 3CIR,NoBs/Bs Cvhl,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$542.25** **$103.03**	**$542.25** **$103.03**
65	HHN WORKSTATIONS 3042A3 BC	1	**VZTI-3230-FNN** Compose,Single Tile,32In.HX30In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$236.48** **$44.93**	**$236.48** **$44.93**
66	HHN WORKSTATIONS 3042A3 BC	1	**VZTI-4030-FNN** Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$279.32** **$53.07**	**$279.32** **$53.07**
67	HHN WORKSTATIONS 3042FN BC	1	**VZFF-4230-NNNNNR** Compose, Frm,42Hx30W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$262.97** **$49.96**	**$262.97** **$49.96**
68	HHN WORKSTATIONS 3042FN BC	2	**VZTI-4030-FNN** Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$279.32** **$53.07**	**$558.64** **$106.14**
69	HHN WORKSTATIONS 3042H3 BC	6	**VZFF-4230-N3HNNR** Compose, Frm,42Hx30W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$542.25** **$103.03**	**$3,253.50** **$618.18**

Item	Mfg	Qty	Product				Unit	Extended
70	HHN WORKSTATIONS 3042H3 BC	**6**	**VZTI-3230-FNN** Compose,Single Tile,32In.HX30In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$236.48** **$44.93**	**$1,418.88** **$269.58**
71	HHN WORKSTATIONS 3042H3 BC	**6**	**VZTI-4030-FNN** Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$279.32** **$53.07**	**$1,675.92** **$318.42**
72	HHN WORKSTATIONS 3042NN BC	**1**	**VZFF-4230-NNNHNR** Compose, Frm,42Hx30W,Bs NoPwr,NoBs/Bs Cvhl,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$285.61** **$54.27**	**$285.61** **$54.27**
73	HHN WORKSTATIONS 3042NN BC	**1**	**VZTI-3230-FNN** Compose,Single Tile,32In.HX30In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$236.48** **$44.93**	**$236.48** **$44.93**
74	HHN WORKSTATIONS 3042NN BC	**1**	**VZTI-4030-FNN** Single Tile,40In.HX30In.W,For Use W/Compose,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$279.32** **$53.07**	**$279.32** **$53.07**
75	HHN WORKSTATIONS 3642A3 BC	**2**	**VZFF-4236-N3NHNR** Compose, Frm,42Hx36W,Bs 3CIR,NoBs/Bs Cvhl,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$566.30** **$107.60**	**$1,132.60** **$215.20**
76	HHN WORKSTATIONS 3642A3 BC	**2**	**VZTI-3236-FNN** Compose,Single Tile,32In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$260.52** **$49.50**	**$521.04** **$99.00**

Item	Mfg	Qty	Product				Unit	Extended
77	HHN WORKSTATIONS 3642A3 BC	**2**	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$617.82** **$117.38**
78	HHN WORKSTATIONS 3642BN BC	**5**	**VZAL-0036** Compose, Light Block, 36in	Customer Discount: -	81.00	*List:* *Sell:*	**$76.27** **$14.49**	**$381.35** **$72.45**
79	HHN WORKSTATIONS 3642BN BC	**5**	**VZFF-4236-NNNNNR** Compose, Frm,42Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$287.02** **$54.53**	**$1,435.10** **$272.65**
80	HHN WORKSTATIONS 3642BN BC	**5**	**VZTI-0836-JNN** Compose,Single Tile,8In.HX36In.W,Slat,Std Core,No Tech ,TR-MC METALLIC CHAMPAGNE, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$396.05** **$75.25**	**$1,980.25** **$376.25**
81	HHN WORKSTATIONS 3642BN BC	**5**	**VZTI-3236-FNN** Compose,Single Tile,32In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$260.52** **$49.50**	**$1,302.60** **$247.50**
82	HHN WORKSTATIONS 3642BN BC	**5**	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$1,544.55** **$293.45**
83	HHN WORKSTATIONS 3642D3 BC	**1**	**VZAL-0036** Compose, Light Block, 36in	Customer Discount: -	81.00	*List:* *Sell:*	**$76.27** **$14.49**	**$76.27** **$14.49**

Item	Mfg	Qty	Product				Unit	Extended
84	HHN WORKSTATIONS 3642D3 BC	1	**VZFF-4236-N3HNNR** Compose, Frm,42Hx36W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$566.30** **$107.60**	**$566.30** **$107.60**
85	HHN WORKSTATIONS 3642D3 BC	1	**VZTI-0836-JNN** Compose,Single Tile,8In.HX36In.W,Slat,Std Core,No Tech ,TR-MC METALLIC CHAMPAGNE, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$396.05** **$75.25**	**$396.05** **$75.25**
86	HHN WORKSTATIONS 3642D3 BC	1	**VZTI-2436-FNN** Compose,Single Tile,24In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$212.13** **$40.30**	**$212.13** **$40.30**
87	HHN WORKSTATIONS 3642D3 BC	1	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$308.91** **$58.69**
88	HHN WORKSTATIONS 3642FN BC	5	**VZFF-4236-NNNNNR** Compose, Frm,42Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$287.02** **$54.53**	**$1,435.10** **$272.65**
89	HHN WORKSTATIONS 3642FN BC	10	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$3,089.10** **$586.90**
90	HHN WORKSTATIONS 3642H3 BC	4	**VZFF-4236-N3HNNR** Compose, Frm,42Hx36W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$566.30** **$107.60**	**$2,265.20** **$430.40**

Item	Mfg	Qty	Product				Unit	Extended
91	HHN WORKSTATIONS 3642H3 BC	**4**	**VZTI-3236-FNN** Compose,Single Tile,32In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$260.52** **$49.50**	**$1,042.08** **$198.00**
92	HHN WORKSTATIONS 3642H3 BC	**4**	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$1,235.64** **$234.76**
93	HHN WORKSTATIONS 3642JN BC	**2**	**VZFF-4236-NNBNNR** Compose, Frm,42Hx36W,Bs NoPwr,BsTrm/NoBsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$309.66** **$58.84**	**$619.32** **$117.68**
94	HHN WORKSTATIONS 3642JN BC	**2**	**VZTI-3236-FNN** Compose,Single Tile,32In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$260.52** **$49.50**	**$521.04** **$99.00**
95	HHN WORKSTATIONS 3642JN BC	**2**	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$617.82** **$117.38**
96	HHN WORKSTATIONS 3642M3 BC	**1**	**VZAL-0036** Compose, Light Block, 36in	Customer Discount: -	81.00	*List:* *Sell:*	**$76.27** **$14.49**	**$76.27** **$14.49**
97	HHN WORKSTATIONS 3642M3 BC	**1**	**VZFF-4236-N3HNNR** Compose, Frm,42Hx36W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$566.30** **$107.60**	**$566.30** **$107.60**

Item	Mfg	Qty	Product				Unit	Extended
98	HHN WORKSTATIONS 3642M3 BC	1	**VZTI-0836-JNN** Compose,Single Tile,8In.HX36In.W,Slat,Std Core,No Tech ,TR-MC METALLIC CHAMPAGNE GRD B	Customer Discount: -	81.00	*List:* *Sell:*	**$396.05** **$75.25**	**$396.05** **$75.25**
99	HHN WORKSTATIONS 3642M3 BC	1	**VZTI-2436-FNN** Compose,Single Tile,24In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$212.13** **$40.30**	**$212.13** **$40.30**
100	HHN WORKSTATIONS 3642M3 BC	1	**VZTI-4036-FNN** Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.91** **$58.69**	**$308.91** **$58.69**
101	HHN WORKSTATIONS 4242A3 BC	1	**VZFF-4242-N3NHNR** Compose, Frm,42Hx42W,Bs 3CIR,NoBs/Bs Cvhl,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$590.35** **$112.17**	**$590.35** **$112.17**
102	HHN WORKSTATIONS 4242A3 BC	1	**VZTI-3242-FNN** Compose,Single Tile,32In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$284.55** **$54.06**	**$284.55** **$54.06**
103	HHN WORKSTATIONS 4242A3 BC	1	**VZTI-4042-FNN** Compose,Single Tile,40In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$338.49** **$64.31**	**$338.49** **$64.31**
104	HHN WORKSTATIONS 4242BN BC	1	**VZAL-0042** Compose, Light Block, 42in	Customer Discount: -	81.00	*List:* *Sell:*	**$79.53** **$15.11**	**$79.53** **$15.11**

Item	Mfg	Qty	Product				Unit	Extended
105	HHN WORKSTATIONS 4242BN BC	1	**VZFF-4242-NNNNNR** Compose, Frm,42Hx42W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$311.07** **$59.10**	**$311.07** **$59.10**
106	HHN WORKSTATIONS 4242BN BC	1	**VZTI-0842-JNN** Compose,Single Tile,8In.HX42In.W,Slat,Std Core,No Tech ,TR-MC METALLIC CHAMPAGNE, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$427.31** **$81.19**	**$427.31** **$81.19**
107	HHN WORKSTATIONS 4242BN BC	1	**VZTI-3242-FNN** Compose,Single Tile,32In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$284.55** **$54.06**	**$284.55** **$54.06**
108	HHN WORKSTATIONS 4242BN BC	1	**VZTI-4042-FNN** Compose,Single Tile,40In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$338.49** **$64.31**	**$338.49** **$64.31**
109	HHN WORKSTATIONS 4242ON BC	1	**VZAL-0042** Compose, Light Block, 42in	Customer Discount: -	81.00	*List:* *Sell:*	**$79.53** **$15.11**	**$79.53** **$15.11**
110	HHN WORKSTATIONS 4242ON BC	1	**VZFF-4242-NNNNNR** Compose, Frm,42Hx42W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$311.07** **$59.10**	**$311.07** **$59.10**
111	HHN WORKSTATIONS 4242ON BC	1	**VZTI-0842-JNN** Compose,Single Tile,8In.HX42In.W,Slat,Std Core,No Tech ,TR-MC METALLIC CHAMPAGNE, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$427.31** **$81.19**	**$427.31** **$81.19**

Item	Mfg	Qty	Product				Unit	Extended
112	HHN WORKSTATIONS 4242ON BC	1	**VZTI-3242-FNN** Compose,Single Tile,32In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$284.55** **$54.06**	**$284.55** **$54.06**
113	HHN WORKSTATIONS 4242ON BC	1	**VZTI-4042-FNN** Compose,Single Tile,40In.HX42In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$338.49** **$64.31**	**$338.49** **$64.31**
114	HHN WORKSTATIONS 4842H3 BC	2	**VZFF-4248-N3HNNR** Compose, Frm,42Hx48W,Bs 3CIR,Bs Cvhl/No BsTrm,No Blt Pwr,Std ,TR-E SMOKE, GRADE A ,TR-E SMOKE, GRADE A	Customer Discount: -	81.00	*List:* *Sell:*	**$614.40** **$116.74**	**$1,228.80** **$233.48**
115	HHN WORKSTATIONS 4842H3 BC	2	**VZTI-3248-FNN** Compose,Single Tile,32In.HX48In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$308.60** **$58.63**	**$617.20** **$117.26**
116	HHN WORKSTATIONS 4842H3 BC	2	**VZTI-4048-FNN** Compose,Single Tile,40In.HX48In.W,Fabric/Tackable,Std Core,No Tech (33) CAMP ,33-GL CAMP - GRILL, GRADE B	Customer Discount: -	81.00	*List:* *Sell:*	**$368.07** **$69.93**	**$736.14** **$139.86**
117	HCC ZCONFERENCE HA	8	**LSET-1** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 1 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**
118	HCC ZCONFERENCE HA	1	**LSET-2** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**

Item	Mfg	Qty	Product				Unit	Extended
119	HCC ZPO 1 HA	**1**	**LSET-4** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**
120	HCC ZPO 2 HA	**1**	**LSET-4** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**
121	HCC ZWORKSTA TIONS HA	**6**	**LSET-2** HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2 ,LX-BP CHROME, GRADE A	Customer Discount: -	0.00	*List:* *Sell:*	**$0.00** **$0.00**	**$0.00** **$0.00**

peoplespace
17800 Mitchell North
Irvine, CA 92614

T: 949-724-9444
F: 949-724-9449

www.peoplespace.com

EST28400_ANCILLARY ITEMS

Item	Mfg	Qty	Product				Unit	Extended
1	ESI	**8**	**FCH3-DSK** Desktop Power Module w/ 1 AC power and 2 USB outlets (mounts on top or under desk) WHT WHITE	Customer Discount: -	55.50	*List:* *Sell:*	**$205.62** **$91.50**	**$1,644.96** **$732.00**
2	ESI	**6**	**FCHHUB-ES-WHT** ESI FLEXCHARGE PPOWERHUB-ES FINISH WHITE	Customer Discount: -	55.50	*List:* *Sell:*	**$297.75** **$132.50**	**$1,786.50** **$795.00**
3	ESI	**3**	**SENA-WHT** ESI SINGLE MONITOR ARM, GAS SPRING WITH DESK CLAMP AND GROMMET MOUNT FINISH WHITE	Customer Discount: -	55.50	*List:* *Sell:*	**$448.31** **$199.50**	**$1,344.93** **$598.50**
4	ESI	**6**	**SENAEX2-MS** ESI SENAEX2-MS DUAL MONITOR ARM W/ 2 MOTION LIMBS & 2 SLIDER PLATES. INCLUDES DESK CLAMP AND GROMMET MOUNT FINISH WHITE	Customer Discount: -	55.50	*List:* *Sell:*	**$844.94** **$376.00**	**$5,069.64** **$2,256.00**
5	SOI WORKSTATIONS	**7**	**1123.BK2.MB.YE3.AR9** Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control w/ Seat Depth, Fully Adjustable (8-way) MC1 Black Mesh YCC01 Black LA1 Onyx FC1 Black Frame BT1 5-Star Base BC1 Black Nylon Base CS5 Carpet Casters CH1 Standard Cylinder FABRIC Fabric Grade Selections FG1 Fabric Grade 1 DASH Dash Color Selection FOSSIL Dash Fossil KD Knocked Down	Customer Discount: -	53.70	*List:* *Sell:*	**$960.04** **$444.50**	**$6,720.28** **$3,111.50**

Item	Mfg	Qty	Product				Unit	Extended
6	SOI PO 2	**2**	**5652B1.A130** Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG1 Fabric Grade 1 DASH Dash Color Selection FOSSIL Dash Fossil G5 Standard Multi-Surface Glide	Customer Discount: -	53.71	*List:* *Sell:*	**$573.50** **$265.50**	**$1,147.00** **$531.00**
7	SOI PO 2	**1**	**1123.BK2.MB.YE3.AR9** Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control w/ Seat Depth, Fully Adjustable (8-way) MC1 Black Mesh YCC01 Black LA1 Onyx FC1 Black Frame BT1 5-Star Base BC1 Black Nylon Base CS5 Carpet Casters CH1 Standard Cylinder FABRIC Fabric Grade Selections FG1 Fabric Grade 1 DASH Dash Color Selection FOSSIL Dash Fossil KD Knocked Down	Customer Discount: -	53.70	*List:* *Sell:*	**$960.04** **$444.50**	**$960.04** **$444.50**
8	SOI PO 1	**2**	**5652B1.A130** Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm MC1 Black Mesh FABRIC Fabric Grade Selections ~ No Selection FG1 Fabric Grade 1 DASH Dash Color Selection FOSSIL Dash Fossil G5 Standard Multi-Surface Glide	Customer Discount: -	53.71	*List:* *Sell:*	**$573.50** **$265.50**	**$1,147.00** **$531.00**
9	SOI PO 1	**1**	**1123.BK2.MB.YE3.AR9** Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control w/ Seat Depth, Fully Adjustable (8-way) MC1 Black Mesh YCC01 Black LA1 Onyx FC1 Black Frame BT1 5-Star Base BC1 Black Nylon Base CS5 Carpet Casters CH1 Standard Cylinder FABRIC Fabric Grade Selections FG1 Fabric Grade 1 DASH Dash Color Selection FOSSIL Dash Fossil KD Knocked Down	Customer Discount: -	53.72	*List:* *Sell:*	**$960.40** **$444.50**	**$960.40** **$444.50**

Item	Mfg	Qty	Product				Unit	Extended
10	SOI CONFERENCE	**8**	**1123.BK1.MB.Y.AR2** Midback Mesh With Adjustable Lumbar, Enhanced Synchro, Fixed Arm MC28 Tangerine Mesh YCC02 White LA9 Tangerine FC13 Fog Frame BT1 5-Star Nylon BC4 Fog Nylon Base CS5 Carpet Casters CH1 Standard Cylinder ~ No CAL 133 FABRIC Fabric Grade Selections FG1 Fabric Grade 1 HUNTIN Huntington Standard Color Selection GTON Huntington Iron IRON Assembled in Bag, Southern CA AB	Customer Discount: -	53.70	*List:* *Sell:*	**$781.86** **$362.00**	**$6,254.88** **$2,896.00**
11	SOI ----	**2**	**1171.FT2S2.PS.PB.AR0** Baja Wire Rod Stool, Plastic Seat, Plastic Back, Armless FC15 Chrome Frame BK3 Low Back CGR Clear Glides SC23 Tangerine AB Assembled in a Bag (Southern CA Only)	Customer Discount: -	53.70	*List:* *Sell:*	**$542.12** **$251.00**	**$1,084.24** **$502.00**

peoplespace
17800 Mitchell North
Irvine, CA 92614

T: 949-724-9444
F: 949-724-9449

www.peoplespace.com

EST28400_SIF SERVICES

Item	Mfg	Qty	Product				Unit	Extended
1	IOSS OCT	**100**	**INSTALL** INSTALL PREVAILING WAGE RATE: $66 PER HOUR	Customer Discount: -	0.00	*List:* *Sell:*	**$66.00** **$66.00**	**$6,600.00** **$6,600.00**
2	IOSS OCT	**55**	**BREAKDOWN** BREAKDOWN REMOVAL OF EXISTING (OPTIONAL) PREVAILING WAGE RATE: $66 PER HOUR	Customer Discount: -	0.00	*List:* *Sell:*	**$66.00** **$66.00**	**$3,630.00** **$3,630.00**
3	IOS-FRE2	**1**	**FREIGHT** FREIGHT	Customer Discount: -	0.00	*List:* *Sell:*	**$775.00** **$775.00**	**$775.00** **$775.00**
4	SURCH	**1**	**SURCHARGE** FUEL SURCHARGE	Customer Discount: -	0.00	*List:* *Sell:*	**$1,242.21** **$1,242.21**	**$1,242.21** **$1,242.21**
5	IOS-DES1	**20**	**DESIGN** TECHNICAL DESIGN SERVICES + PROJECT MANAGEMENT SERVICES PREVAILING WAGE RATE: $85 PER HOUR	Customer Discount: -	0.00	*List:* *Sell:*	**$85.00** **$85.00**	**$1,700.00** **$1,700.00**

PRICING SUMMARY	QTY	SELL	EXT SELL
Conference/Collab	1	$5,366.23	$5,366.23
Stools	2	$251.00	$502.00
Conference Chairs	8	$362.00	$2,896.00
Private Office PO-1	1	$3,965.45	$3,965.45
Private Office PO-2	1	$3,973.08	$3,973.08
Workstations	6	$3,936.20	$23,617.20
Touchdown Station	1	$1,341.58	$1,341.58
Task Chairs	9	$444.50	$4,000.50
Guest Chairs	4	$265.50	$1,062.00
Monitor Arms-Single	3	$199.50	$598.50
Monitor Arms-Dual	6	$376.00	$2,256.00
Desktop Power Module	8	$91.50	$732.00
Desktop Powerhub	6	$132.50	$795.00
		FURNITURE	$51,105.54
		INSTALL	$6,600.00
		BREAKDOWN/REMOVAL OF EXISTING (OPTIONAL)	$3,630.00
		FREIGHT	$775.00
		TAX (10.25%)	$4,532.24
		SURCHARGE	$1,242.21
		TECHNICAL DESIGN + PROJECT MANAGEMENT SERVICES	$1,700.00
		GRAND TOTAL	$69,584.99

AMENDMENT NUMBER TWO
TO REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-18010014
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
INTERIOR OFFICE SOLUTIONS, INC.
DBA PEOPLESPACE
FOR
OFFICE FURNITURE, INSTALLATION AND RELATED SERVICES

This Agreement, hereinafter referred to as "Amendment", is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter "County", and Interior Office Solutions, Inc. dba PeopleSpeace, with a place of business at 17800 Mitchell North, Irvine, CA 92614-6004; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Parties entered into RCA Contract Number RCA-017-18010014 (hereinafter "Original Contract") for Office Furniture, Installation and Related Services commencing on November 15, 2017 through and including November 14, 2022; and,

WHEREAS, Contractor agrees to provide goods/services as further set forth in Attachment A - Scope of Work and Attachment C - Pricing/Discount Schedule and Other Fees; and,

WHEREAS, Parties entered into Amendment One to amend Article Q – Change of Ownership and delete Article 11 – Contractor Change of Ownership and Article 12 – Conflict of Interest; and,

WHEREAS, County desires to amend the Contract to reflect a business name change from Interior Office Solutions, Inc. to Interior Office Solutions, Inc. DBA PeopleSpace; and,

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend the Contract to reflect a business name change from Interior Office Solutions, Inc. to Interior Office Solutions, Inc. DBA PeopleSpace; and,

2. All terms and conditions contained in this Amendment are incorporated by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

---SIGNATURE PAGE FOLLOWS---

SIGNATURE PAGE

Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

INTERIOR OFFICE SOLUTIONS, INC.
DBA PEOPLESPACE*

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Jesse Bagley	President
Print Name	*Title*
	3/8/19
Signature	*Date*

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Nathaniel Brooks	CFO
Print Name	*Title*
	3/8/19
Signature	*Date*

****

COUNTY OF ORANGE, a political subdivision of the State of California

Gabriela George	Deputy Purchasing Agent
Print Name	*Title*
	3/11/19
Signature	*Date*

REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT #RCA-017-18010014
BETWEEN
COUNTY OF ORANGE /COUNTY PROCUREMENT OFFICE
AND
INTERIOR OFFICE SOLUTIONS
FOR
OFFICE FURNITURE, INSTALLATION AND RELATED SERVICES

This Agreement, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Interior Office Solutions, with a place of business at 17800 Mitchell North, Irvine, CA 92614-6004; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract herein:

Attachment A – Scope of Work
Attachment B – Compensation, Payment and Invoicing Instructions
Attachment C – Pricing/Discount Schedule and Other Fees

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Office Furniture, Installation and Related Services as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed products/services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract for Office Furniture, Installation and Related Services with Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

A. **Governing Law and Venue**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California, without reference to conflicts of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

B. **Entire Contract**: This Contract, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental

Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

C. **Amendments**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery**: Time of delivery of services is of the essence in this Contract. Time of the essence is not waived in any way by County's waiver of or failure to take action with respect to any one particular time of the essence breach. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Attachment A, Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County pursuant to paragraph "F".

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by County and in accordance to Attachment B, Compensation, Payment and Invoice Instructions for Contracted Services.

G. **Warranty**: Contractor expressly represents and warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Contractor will indemnify, defend and hold County and County Indemnities, as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such representations and warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination**: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

L. **Consent to Breach Not Waiver**: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor**: Contractor shall be considered an independent contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance Warranty**: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

O. **Insurance Provision**: Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed in paragraph "36", Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes**: Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. **Change of Ownership**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract without penalty in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under this Contract.

R. **Force Majeure**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to

County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality**: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

U. **Freight (F.O.B. Destination):** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability**: If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

X. **Interpretation**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** Contractor represents and warrants that it is and will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and

employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor will maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor will allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor will include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A"

2. **Contract Term:** This Contract shall commence on **November 15, 2017**, upon all necessary signatures, and shall continue for five (5) calendar years from that date, through and including **November 14, 2022**, unless otherwise terminated by County. This Contract is non-renewable.

3. **Regional Cooperative Agreement (RCA):** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract.

   Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at the County's request.

4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 22; California Government Code, Sections 11135 et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   i. Terminate the Contract immediately, pursuant to Section K herein;

   ii. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

   iii. Discontinue payment to Contactor for and during the period in which Contractor is in breach; and

   iv. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

   v. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

7. **Calendar Days**: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Compensation: Contractor agrees to accept the specified compensation as set forth in Attachment B, Compensation, Payment and Invoice Instructions, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.

10. Conditions Affecting Work: Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.

11. Contractor – Change in Ownership: Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of County.

12. Conflict of Interest – Contractor's Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to the Contractor; Contractor's employees and agents, associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.

13. Conflict of Interest – County Personnel: County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

14. Conflict with Existing Law: Contractor and County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

15. Contingent Fees: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

16. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in County Civic Center.

17. **Contractor Personnel-Reference Check:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference cheeks, coordinated by the department issuing this Contract.

18. **Contractor Personnel-Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

    All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of Contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

19. **Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.

20. **Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of County's Project Manager, whose consent shall not be unreasonably withheld.

    Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to Contractor's project manager.

21. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

22. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.

23. **County Of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of the Contract."

24. **Data- Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at

all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

25. Debarment: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.

26. Default: In case of default by Contractor, County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

27. Delivery Location – No Loading Dock: Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

28. Disputes – Contract:

a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

   i. Contractor shall submit to the department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

   ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

29. Drug-Free Workplace: Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. The organization's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation and employee assistance programs; and

   iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:

   i. Will receive a copy of the company's drug-free policy statement; and

   ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

a. Contractor has made false certification, or

b. Contractor violates the certification by failing to carry out the requirements as noted above.

30. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

31. Firm Price Quotes: Prices quoted herein shall be firm for the duration of the Contract.

32. Gratuities: Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either

in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Interpretation of Contract: In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by County's assigned buyer. If disagreement exists between Contractor and County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by County's Purchasing Agent or his designee.

34. Lobbying: On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

35. News/Information Release: Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from County through County's Project Manager.

36. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:
Interior Office Solutions
Attention: Paula Ray
17800 Mitchell North
Irvine, CA 92614
Phone No: (949) 724-9444
Email: Pray@iosinc.net

For County:
County of Orange
County Procurement Office
Attention: Gabriela George
1300 S. Grand Ave., Bldg., A, 2nd Floor
Santa Ana, CA 92705
Phone No: (714) 567-7641
Email: Gabriela.George@ocgov.com

37. Orders: Contractor shall receive written or verbal requests from individual County departments on an as-needed basis form items in this Contract, subject to the terms, conditions, and pricing listed herein.

38. **Order Confirmation by Contractor:** Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting department contract person prior to order entry/delivery.

39. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until the term of the Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.

40. **Parking for Delivery Services:** County of Orange will not provide free parking for delivery services.

41. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

42. **Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

43. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.

44. **Project Manager, County:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's project manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

45. **Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of County with Contractor's concurrence. Contractor shall be responsible for schedule adherence as outlined herein.

46. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in

newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

47. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, Contractor's project manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

48. **Sub-Contracting:** In the event that Contractor is authorized by County to sub-contract, this Contract shall prevail and the terms of the sub-contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which County expects to receive services, County shall look to Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by Contractor with County; County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

49. **Substitutions**: Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

50. **Tax ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

51. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by the action of the PUC, the County of Orange will, with 30 days' notice and submission of proper evidence thereof by Contractor, make the necessary price adjustment during the term of this Contract.

52. **Usage:** No guarantee is given by County to Contractor regarding the discretionary components of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

53. **Usage Reports:** Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.

54. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

55. **Waivers - Contract:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

CONTRACT SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

INTERIOR OFFICE SOLUTIONS

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Jesse Bagley	President
Print Name	*Title*
Signature	11/10/2017
	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

Brian Airth	Secretary
Print Name	*Title*
Signature	11/10/2017
	Date

****

COUNTY OF ORANGE, a political subdivision of the State of California

Gabriela George	Deputy Purchasing Agent
Print Name	*Title*
Signature	11/13/17
	Date

ATTACHMENT A
SCOPE OF WORK

1. GENERAL INFORMATION

1.1. **Introduction:** The County of Orange is a public sector governmental entity governed by a five member Board of Supervisors and comprised of 22 Departments with over 17,500 employees. Of these, about 3,500 are executives, managers and supervisors.

County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

1.2. **Statement:** County solicited proposals for the provision of Office Furniture, Installation and Related Services, on an "as needed" basis and usage is not guaranteed, throughout the County of Orange. Products shall meet all specifications under this Contract and Attachments.

Contractor shall be able to manage separate contracts, as well as set-up separate accounts and invoice each County Department separately.

2. DEFINITIONS

2.1. **Authorized Dealer:** A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products.

2.2. **Base of Design:** A specific range of manufacturer's product, design, color, and style that is approved by the County.

2.3. **CAD Drawing:** Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).

2.4. **Catalog/Manufacturer Retail Price List:** Catalog/Retail Price list published by a furniture manufacturer.

2.5. **Consulting/Design Services:** Contractor shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for County approval.

2.6. **Contractor Project Manager:** Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner communicating any delays in writing to ensure on-time completion of furniture project.

2.7. **County Project Manager:** County department assigned project lead responsible for coordinating furniture projects.

2.8. **D-34 Classification:** Contractor's State License Board (CSLB) requirement for Contractor and/or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3.Classification. Contractor is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term.

2.9. **E-Catalog:** Contractor shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

2.10. **Floorplan/Layout:** A diagram, usually to scale, showing a view from above of the relationship between the physical layout of Systems and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.

2.11. **Inside Delivery:** Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, Contractor shall make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.

2.12. **Installer**: Contractor staff assigned to install and uninstall any prefabricated modular furniture. Contractor must have a current and valid D34 – Prefabricated Equipment Contractor Classification License with the CSLB. Prevailing Wages may apply.

2.13. **Lead Ship Time**: Quantity of time between product order and product ship time from manufacturer.

2.14. **Manufacturer's Warranty**: Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to County.

2.15. **New Products**: Items that have not previously been incorporated into another project or facility.

2.16. **Pre-Qualified Product Specifications:** Where a specific manufacturer's product is named as the "Basis of Design", to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

2.17. **Products**: Items purchased using this RFP for installation on to county facilities. The term "product" includes the terms "material," "equipment," "systems," and terms of similar intent.

2.18. **Reconfiguration Services**: To change or re-arrange the elements or setting of current furniture configurations to meet the changing needs of the County Department, which shall include consulting and design services and updated floor plan/layout/CAD drawings. To change the shape of formation of existing furniture. Remodel or restructure existing furniture pieces.

2.19. **Showroom**: Designated location where Contractor displays products for viewing and demonstration purposes.

2.20. **Special Warranty**: Written warranty required by or incorporated into this RFP, either to extend the time limit provided by manufacturer's warranty or to provide more rights for the County.

2.21. **Standard Range**: Where specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, County will select color, pattern, or texture from manufacturer's product line that will be determined at a later date, and should not include premium items.

2.22. **Systems and Free-Standing Modular Furniture and Installation Services**: Under this Contract, Systems and Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all County, State and Federal requirements.

2.23. **Warehouse/Storage**: The safekeeping of goods in a depository or space available in a warehouse managed by Contractor. Action or method to store something for future use.

2.24. **Warehouseman (Storage)**: A person who works or is responsible to manage a storage or warehouse facility, duties may include, but not limited to, moving goods, preserving goods and keeping inventory of items in the warehouse. Warehouseman shall only be used for inventory requests.

3. **CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES**

Contractor shall perform all service(s) and duties, including but not be limited to, the following:

3.1. **Product**

3.1.1. **Catalog/Manufacturer Retail Price List:** Contractor shall provide catalogs and manufacturer's retail price list at no cost to County, as requested by County. Contractor shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for County's approval. County prefers catalogs to be available in e-catalog format. During the contract period, Contractor shall provide updated catalogs and manufacturer's price list at no cost to County when they become available.

3.1.2. **Household Furniture:** Contractor shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.

3.1.3. **Missing Parts:** At County's request, Contractor shall provide usable and good quality loaner furniture for County's use until missing parts are received and successfully installed to the satisfaction of the County.

3.1.4. **Order Size:** Contractor shall not require a minimum quantity and/or cost per order. Contractor agrees to supply Contract items, as needed by County, at quoted discount regardless of size or order.

3.1.5. **Quality of Furniture:** All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at Contractor's expense.

3.1.6. **Sample Products:** At County's request, Contractor shall provide chair samples to requesting Departments for a period of up to thirty (30) days for evaluation purposes and Contractor shall pick up sample products upon completion of the evaluation, at no cost to County.

3.2. **Service**

3.2.1. **Damage/Insurance Claims:** Responsibility for filling and handling of any insurance claims with any freight company lies with Contractor.

3.2.2. **Delivery and Installation:** Contractor will be responsible for coordinating all routine and complex deliveries with the Department's County Project Manager.

3.2.2.1. Product(s) ordered must be uncrated, assembled (as applicable) and ready for delivery.

3.2.2.2. Contractor shall pre-inspect furniture for quality, damages and/or completeness of order prior to scheduling delivery.

3.2.2.3. Contractor shall be responsible for the disposal of all packaging materials from products ordered by County off and on County site.

3.2.2.4. Uncrating at location of delivery will not be allowed unless authorized by County Project Manager in writing.

3.2.2.5. Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to County Project Manager and/or designee(s).

3.2.2.6. Contractor shall notify County of any missing parts or manufacturer defects. County will not accept any defective products or products with missing parts.

3.2.2.7. Contractor will be completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by County. Contractor shall ensure delivery site is left in a clean and orderly manner after installation is complete.

3.2.2.8. County will not take title until installation is complete and to the satisfaction of County.

3.2.3. **Defective/Damaged Products/Missing Parts:** Contractor shall notify County of defective/damaged/missing part products prior to delivery and place such products on re-order. Contractor shall notify County of lead time on re-ordered products.

3.2.4. **Existing Facility with Showroom:** County may request to visit Contractor's Showroom for viewing and demonstration of products.

3.2.5. **Lead Ship Time**

3.2.5.1. **Quick Ship Program:** Contractor shall inform County departments of available items from the various manufacturers' quick ship program and their lead/ship time.

3.2.5.2. **Lead Ship Time:** Upon order placement, Contractor shall notify County of ship time for orders placed.

3.2.5.3. **Manufacturer/Factory Delays:** Contractor shall notify County of any manufacturer/factory delays. County reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the County. County may elect to cancel order(s) and seek equivalent product from another source. Contractor shall be held liable for price difference and County may seek damages.

3.2.5.4. **Partial Shipments:** Partial shipments will not be accepted by County unless authorizes by the County Project Manager.

3.2.6. **Quote Process:** Contractor shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.

3.2.6.1. Quotes for any project must be provided directly to the requesting Party (ies) as soon as possible or within one (1) business day from initial call/e-mail/meeting.

3.2.6.2. Quotes shall be coordinated and approved directly by each individual department. All County user Department(s) shall follow County Procurement Guidelines. No further approval from CPO is required.

3.2.6.3. All quotes submitted to County must include at a minimum, but not limited to:

1) Ordering Department Name;
2) Order Date;
3) Purchase Order (PO or CT) or Contract No. (MA)
4) Requestor's Full Name and Phone Number;
5) Details of the Project/ Item Description;
6) Quantity;
7) Quantity shipped/backordered;
8) Product Unit of Measure;
9) Manufacturer's current and published Catalog Suggested Retail List Price;

6) Applicable Percentage Discount;
7) County's Price;*
8) Total Price of Project;
9) Estimated Date of Delivery; and,
10) Estimated Completion of Project.

3.2.6.4. All quotes shall be invoiced separately and shall be sent directly to each requesting Department.

3.2.6.5. County Departments are not required to post quotes on BidSync.

3.2.6.6. County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

* Pricing shall be listed as Contractor's Published List Price, minus percentage and net price for each item listed on quote.

3.2.7. **Storage**

3.2.7.1. Contractor shall offer storage for products that arrive before projects start date at no additional cost to County.

3.2.7.2. Contractor shall provide a bonded warehouse facility separate and secured from other tenants, for the storage of furniture as agreed between Contractor and County until project start date.

3.2.7.3. Contractor's warehouse facility must be secured and have the required fire sprinklers.

3.2.7.4. Contractor's warehouse shall be owned or leased by Contractor and must be insured against theft, fire and any liability that may occur.

3.2.7.5. Contractor shall be able to store County's existing furniture when doing a reconfiguration project at any facility if and when needed. In addition, Contractor shall provide an inventory list of County owned warehoused items at no additional cost within three (3) business days of County request.

3.2.8. **Warehousing:** Contractor shall have the capacity to provide storage for office furniture ordered by County when project delay occurs. Contractor must provide warehousing at no cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Attachment B – Compensation, Payment and Invoice Instructions.

3.2.9. **Warranty:** Contractor must provide warranty information when providing quotes for any and all products.

3.2.10. **Warranty-Chairs:** All seating purchased against this RCA will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

3.3. County reserves the right to revise, remove or add additional requirements/responsibilities as deemed necessary throughout the term of this Contract.

4. REQUIRED SERVICES

Services shall include but not be limited to:

4.1. **Assembly and Installation Services**

4.1.1. Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering Departments.

4.1.2. Job site to be left clean and neat.

4.1.3. Any damage to County property incurred by Contractor will be repaired at Contractors' expense and any repairs will not be accepted unless approved by County.

4.1.4. If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, Contractor shall provide a hourly charge and the total estimated time of completion before work is too be done.

4.2. **Design Services**

4.2.1. For all County furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately the cost of the furniture.

4.2.2. Contractor shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.

4.3. **Space Planning Services**

4.3.1. In the event that a qualified office furniture Contractor may offer additional design services, an hourly design rate shall be offered and negotiated with Contractor, by County.

4.3.2. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning.

4.3.3. The qualified Contractor shall have employees that are certified interior designers with NCIDQ or CCIDC certifications with licenses and/or 4-year architectural degrees.

4.4. **Special Project Management**

4.4.1. Contractor shall provide project management for future Special Furniture Projects, in coordination with Contractor's Architects identified by County for a Building Retrofit, of which furnishings is a subset. County desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.

4.4.2. Contractor shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.

4.4.3. Contractor shall provide a dedicated project team for the duration of this project.

5. PRODUCTS/SYSTEMS/MODULAR FURNITURE REQUIREMENTS

5.1. **Selection:**

Contractor shall provide systems/modular furniture including but not be limited to:

5.1.1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.

5.1.2. Compliance with specific building and fire code restrictions.

5.1.3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all County buildings installations.

5.1.4. Multiple options available including materials, finishes, designs, sizes, functions, etc.

5.1.5. Provide ergonomically designed systems.

5.1.6. High quality steel lateral files, shelving and storage in various widths and heights.

5.1.7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.

5.1.8. Standard and Quick Ship Lead Times.

5.2. **Products Minimum Requirements:**

Systems/Modular Furniture

5.2.1. The complete catalog of all systems/modular furniture, lines, and accessories available from Contractor, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL listed and CSA certified.

5.2.2. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.

5.2.3. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

5.2.4. Contractor shall guarantee that the items offered, or functionally similar items that will interface with the system offered under the RFP, shall remain available and/or be compatible for a period of ten (10) years from date of award.

5.2.5. Contractor shall warrant their product against defects in materials and workmanship for a period of two (2) years from date of shipment.

5.2.6. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.

5.2.7. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

5.2.8. Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40. 9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.

5.2.9. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.

5.2.9.1. The electrical power distribution system shall be an integral component of the systems/modular furniture.

5.2.9.2. All electrical system components shall be CSA approved.

5.2.9.3. Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.

5.2.9.4. In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg 24 cables without interference from raceway electrical system.

5.2.10. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.

5.2.11. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.

5.2.12. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.

5.2.13. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edging is used, the corners shall be eased.

5.2.14. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable, but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.

5.2.15. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.

5.2.16. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.

5.2.17. The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

5.2.18. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included.

5.2.19. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.

5.2.20. Contractor shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.

5.2.21. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that County expects to procure. Specific orders shall be placed with Contractor for those items from his contract that will meet the actual needs of the project.

5.2.22. Only those components available under Contractor’s current systems/modular furniture product line shall be offered.

5.2.23. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.

5.2.24. Include complete catalogs of all case goods, furniture lines, and accessories available from Contractor to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and accessories available from Contractor; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.

5.2.25. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).

5.2.26. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

Seating

5.2.27. The County requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from Contractor; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.

5.2.27.1. All Chairs must meet a minimum weight acceptance of 250 lb. minimum. Have at least 5 spoke base.

5.2.27.2. All Task/Office Chair backs are to be Ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.

5.2.27.3. All Task/Office Chair seat pan with depth and tilt adjustment.

5.2.27.4. All Task/Office Chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for forward/backward, swivel and quick disconnect from chairs.

5.2.28. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufactures Association) G1-2013 Ergonomics Standards.

5.2.29. Loaner chairs must be offered for a minimum of thirty (30) days. The chair will be brought to that particular site for the employee to sample and picked up by Contractor upon completion of the evaluation.

6. RECONFIGURATION OF COUNTY EXISTING FURNITURE

At a minimum, Contractor shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different County buildings, but not be limited to:

6.1. Contractor shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., and provide a drawing to County as specified per requirements.

6.2. Contractor shall review drawing for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.

6.3. Coordinate with County representative for electrical, phone and data installation, and other trades as necessary.

6.4. Contractor shall coordinate delivery of product to the job sites and schedule with County representative time of installation.

6.5. When working on reconfiguration projects, Contractor shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.

7. RE-UPHOLSTERY OF EXISTING COUNTY FURNITURE

7.1. Contractor shall offer re-upholstery services to the County. If and when requested by the County, Contractor shall inspect condition of item(s) and prepare a written quote for re-upholstery to include all labor, material, and any other fees necessary to re-upholster the items requested.

8. ERGONOMIC PRODUCTS

8.1. Contractor shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

9. HOURS OF OPERATION AND DELIVERY INSTRUCTIONS

9.1. **Hours of Operation**

Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for 24-hour access number for emergency orders.

General Ordering Phone Number:	(949) 724-9444
*Account Representative Name:	PAULA RAY
Telephone No:	(949) 724-9444
E-mail Address:	PRAY@IOSINC.NET
AFTER-HOURS CONTACT	
Account Representative Name	PAULA RAY
Telephone No:	(949) 697-8714 (CELL)

* Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 36-Notices.

Contractor shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator or Project Manager. Each Department may have different service needs due to facility organization and/or hours of operation, Contractor shall accommodate requests based on each Facility needs and hours of operation.

9.2. **Delivery Instructions**

9.2.1. There are numerous locations throughout the County that require delivery inside and outside the various County Departments. Contractor will be required to make deliveries throughout the County of Orange as required by requesting Department(s). Each County Department is responsible to notify Contractor of delivery locations at time of ordering.

9.2.2. Contractor shall be responsible for any parking fees. County will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.

9.2.3. All deliveries must be made and coordinated directly with the requesting Department.

9.3. **Contractor Support Team:** Contractor shall provide a support team capable of handling all ordering and related customer services. Contractor guarantees that County Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County Procurement Office.

10. REBATES

10.1. Contractor shall provide rebates to County based on Attachment C – Pricing/Discount Schedule and Other Fees, Section 8 – Rebates.

10.2. Contractor may extend County pricing to other governmental entities under this Agreement. For this instance, County spend will include any purchases by outside entities using the County of Orange Contract with Interior Office Solutions. Contractor shall report to County all outside purchases under this Contract. The calculating and reporting of rebates will be completed and provided to the County Purchasing Department at the end of each Contract year.

10.3. Rebate checks shall be generated on an annual basis (November 15 – November 14) through the term of this Contract.

10.4. Contractor shall make checks payable to **"County of Orange"** and mailed to the attention of CPO Buyer within 30-days from issuance. Refer to Article 36 – Notices for mailing address.

10.5. Contractor shall include a detailed accounting report with each rebate check. Each report must have a breakdown to include the using Department(s).

11. COUNTY RESPONSIBILITIES

11.1. County Department(s) shall be responsible for creating their own subordinate contracts against this RCA.

11.2. Each County Department shall appoint a County Project Manager for each project and/or service order.

11.3. County Department(s) shall be responsible for creating and amending their subordinate contracts and add or delete facility locations, change hours of operation, at any time during the term of the contract.

11.4. County Department(s) establishing subordinate contract(s) against this RCA shall coordinate their delivery and billing addresses/locations directly with Contractor.

11.5. County shall assist Contractor in obtaining data, including system access, as needed to assist Contractor.

11.6. County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

11.7. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.

11.8. County shall answer questions related to various County procedures, as needed.

11.9. County reserves the right to revise, remove or add additional requirements as deemed necessary throughout the term of this Contract.

12. SECURITY REQUIREMENTS

County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

12.1. Contractor will provide a list of au personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

12.2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

12.3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.

12.4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

12.5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.

12.6. The County, John Wayne Airport, the Probation Department and the Sheriff's department are not under any obligation to give a reason clearance is denied.

12.7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

a) Do not give names or addresses to internees.
b) Do not receive any names or addresses from internees.
c) Do not disclose the identity of any internee to anyone outside the facility.
d) Do not give any materials to internees.
e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

12.8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who

cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

12.9. All vehicles parked on-site shall be locked and thoroughly secured at all times.

12.10. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.

12.11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

12.12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

12.13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

12.14. Contractor's employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B
COMPENSATION, PAYMENT AND INVOICE INSTRUCTIONS

1. **COMPENSATION:** This is a fixed priced Contract between County and Contractor for goods and services as provided in this Contract. Contractor agrees to supply all goods and services required to perform the services as listed in Attachment A – Scope of Work.

   Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. **County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with paragraphs "C" and "P" of the County Contract Terms and Conditions.**

2. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.

3. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

4. **INVOICE/PAYMENT INSTRUCTIONS:**

   A. **Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual Department. The invoice must have a unique number and must include the following information:

      1. Contractor's name and address;
      2. Contractor's remittance address;
      3. Name of County Department serviced;
      4. Service address;
      5. Contract Number (MA) or respective "Subordinate" Contract Number for each Department.
      6. Date of services rendered;
      7. Service description, including number of hours or fraction thereof.
      8. Copy of any materials purchase invoices plus percentage mark-up (attached invoice)
      9. Sales Tax, if applicable
      10. Total

      Invoices shall cover goods not previously invoiced and submitted coincidentally with Contractor's payroll period. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under the Subordinate Contracts, and shall not be construed as acceptance of any part of the services.

      Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

County reserves the right to require a copy of the quote to be submitted, as an attachment, with each invoice.

5. PAYMENT TERMS:

A. The Invoice is to be submitted in arrears to the user department to the bill to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

B. Billing shall cover goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods not provided or when services do not meet Contract requirements.

C. Payments made by County shall not preclude the right of County from thereafter disputing any goods involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.

6. PAYMENT (ELECTRONIC FUNDS TRANSFER EFT):

County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the department representative listed in the Contract.

ATTACHMENT C

PRICING / DISCOUNT SCHEDULE AND OTHER FEES

1. SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose	Haworth	6-8 Weeks	64.5%	60.5%
002	Premise	Haworth	5-7 Weeks	64%	60%
003	Unigroup + Unigroup Too	Haworth	6-8 Weeks	64%	60%
004	Compose Connections	Haworth	6-8 Weeks	64%	60%
005	Intuity	Haworth	7-9 Weeks	44%	40%
006	Patterns	Haworth	7-9 Weeks	44%	40%
001	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
002	AMQ		2-3 Weeks	61.5%	61.5%
003	DeskMakers		2-5 Weeks	58.1%	58.1%
004	Enwork		3-4 Weeks	64.2%	64.2%
005	First Office + OFS		2-6 Weeks	53%	53%
006	Mayline		3-4 Weeks	55.7%	55.7%

2. FREESTANDING/MODULAR/CASE GOODS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose/Adaptable	Haworth	6-8 Weeks	64.5%	60.5%
002	X Series	Haworth	6-8 Weeks	58.5%	54.5%
003	Masters	Haworth	6-8 Weeks	44%	40%
004	Reside Desking	Haworth	6-8 Weeks	46%	42%
005	Vancouver,Tripoli, Orlando,	Haworth	6-8 Weeks	44%	40%
006	Suite	Haworth	10-12 Weeks	41%	37%
007	Hop/Hat/Jump Height	Haworth	4-6 Weeks	41%	37%
008	Planes Tables	Haworth	4-6 Weeks	44%	40%
009	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
010	Boss Office Products		2-3 Weeks	37.3%	37.3%
011	Carolina		2-6 Weeks	53.5%	53.5%
012	CCN		6-12 Weeks	36%	36%
013	Cherryman		2-3 Weeks	52.1%	52.1%
014	DeskMakers		2-5 Weeks	58.1%	58.1%
015	Enwork		3-4 Weeks	64.2%	64.2%
016	First Office + OFS		2-6 Weeks	53%	53%
017	Fullbright + Company		2-6 Weeks	38 %	38 %
018	Global Total Office +		6-8 Weeks	64.6%	64.6%
019	High Point Furniture		4-6 Weeks	50.6%	50.6%
020	Krug		5-7 Weeks	48.8%	48.8%
021	Krug Healthcare		5-7 Weeks	44.1%	44.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
022	Mayline		2-3 Weeks	53.7%	53.7%
023	National Office Furniture		3-4 Weeks	57.6%	57.6%
024	Nienkamper		6-8 Weeks	60.1%	60.1%
025	Nevins		5-9 Weeks	52%	52%
026	Nucraft		8-10 Weeks	50.1%	50.1%
027	Paoli		3-8 Weeks	54.2 %	54.2 %
028	Spacestor		6-8 Weeks	36%	36%
029	Tuohy		6-12 Weeks	37%	N/A

3. FILING/FILING SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	X Series	Haworth	6-8 Weeks	58.5%	54.5%
002	V Series	Haworth	6-8 Weeks	52%	48%
003	A Series	Haworth	6-8 Weeks	40%	36%
004	Beside	Haworth	7-9 Weeks	44%	40%
005	Compose	Haworth	7-9 Weeks	44%	40%
001	Coalesse		6-8 Weeks	46.1%	46.1%
002	Davis		6-8 Weeks	44.5%	44.5%
003	Loewenstein		2-6 Weeks	49.1%	49.1%
004	Mayline		6-8 Weeks	53.7%	53.7%
005	National Office Furniture		3-4 Weeks	57.6%	57.6%
006	Nienkamper		6-8 Weeks	60.1%	60.1%
007	Phoenix Safe		1-2 Weeks	49.5%	49.5%
008	Safco		1-2 Weeks	49.5%	49.5%
009	Spacestor		6-8 Weeks	36%	36%
010	Tuohy		6-12 Weeks	37%	N/A

4. SEATING FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Very Task	Haworth	4-5 Weeks	48%	44%
002	Very Other	Haworth	4-5 Weeks	50%	46%
003	Zody	Haworth	4-5 Weeks	48.5%	44.5%
004	Fern	Haworth	4-5 Weeks	45%	41%
005	X99	Haworth	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	Haworth	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	Haworth	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	Haworth	4-5 Weeks	41%	37%
009	Look	Haworth	4-5 Weeks	52%	48%
010	Haworth Collection	Haworth	6-12 Weeks	15%	N/A
011	9 to 5 Seating		1-4 Weeks	63.1%	63.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
012	Aceray		3-6 Weeks	46.1%	46.1%
013	Afra Furniture		4-12 Weeks	Cost	Cost +10.5%
014	Allseating		2-3 Weeks	56.1%	56.1%
015	Allermuir		2-6 Weeks	51.1%	51.1%
016	AMQ		2-3 Weeks	44%	44%
017	Arcadia		7-8 Weeks	48.3%	48.3%
018	Boss Office Products		2-3 Weeks	37%	37%
019	Cabot Wrenn		6-8 Weeks	31.9%	N/A
020	Carolina		2-6 Weeks	52.1%	52.1%
021	Cherryman		1-2 Weeks	52.1%	52.1%
022	Coalesse		6-8 Weeks	45.1%	45.1%
023	Community		6-7 Weeks	51.1%	51.1%
024	Dauphin		2-5 Weeks	51.1%	51.1%
025	Davis		6-8 Weeks	46.1%	46.1%
026	Emeco		6-8 Weeks	30%	N/A
027	Encore		6-8 Weeks	53.5%	53.5%
028	Enwork		3-4 Weeks	61.5%	61.5%
029	Eurotech		1-3 Weeks	42%	42%
030	ERG		4-6 Weeks	48.8%	48.8%
031	First Office + OFS		2-6 Weeks	53.5%	53.5%
032	Global Total Office + Globalcare		6-8 Weeks	55.5%	55.5%
033	Grand Rapids Chair		4-6 Weeks	46.5%	N/A
034	HBF		7-9 Weeks	46.5%	46.5%
035	Highmark		2-6 Weeks	53.5%	53.5%
036	High Point Furniture Industries		4-6 Weeks	40%	40%
037	Humanscale		4-6 Weeks	48.5%	48.5%
038	iDesk		1-3 Weeks	53.5%	53.5%
039	Integra Seating		4-8 Weeks	46.5%	46.5%
040	IZZY+		5-7 Weeks	46.5%	46.5%
041	Janus et Cie		4-12 Weeks	38%	38%
042	JSI		6-7 Weeks	51.5%	51.5%
043	Keilhauer		7-9 Weeks	46.5%	46.5%
044	KFI Seating		1-3 Weeks	53.5%	53.5%
045	Krug		5-7 Weeks	48.8%	48.8%
046	Krug Healthcare		5-7 Weeks	44%	44%
047	Landscape Forms		3-12 Weeks	Cost +12%	Cost +12%
048	La-Z-Boy		5-6 Weeks	51.5%	51.5%
049	Leland		4-6 Weeks	49.7%	49.7%
050	Lesro Reception Seating		1-4 Weeks	39%	39%
051	Loewenstein		2-6 Weeks	53.5%	53.5%
052	Martin Brattrud		8-10 Weeks	46.5%	46.5%
053	Mayline		3-4 Weeks	54.7%	54.7%
054	National Office Furniture		2-3 Weeks	58.4%	58.4%
055	Nienkamper		6-8 Weeks	46.5%	46.5%
056	Nevins		5-9 Weeks	48.8%	48.8%
057	Okamura		8-11 Weeks	46.5%	46.5%
058	Paoli		3-4 Weeks	54.5%	54.5%
059	Safco		1-3 Weeks	50%	50%
060	Senator Seating		2-9 Weeks	55%	N/A
061	SitOnIt		3-6 Weeks	53.7%	53.7%
062	Source International		5-7 Weeks	48.8%	48.8%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
063	Stylex Seating		4-8 Weeks	46.5%	46.5%
064	Tuohy		6-12 Weeks	39.5%	N/A
065	Via Seating		1-2 Weeks	51.5%	51.5%
066	Vitra		8-12 Weeks	46.4%	46.4%
067	Woodstock Marketing		1-2 Weeks	51.5%	N/A

5. LIBRARY, LOBBY AND OTHER FURNITURE

Item No	Seating Lines	Estimated Delivery	Discount Off List	Quick Ship Off List
001	Very Task	4-5 Weeks	48%	44%
002	Very Other	4-5 Weeks	50%	46%
003	Zody	4-5 Weeks	48.5%	44.5%
004	Fern	4-5 Weeks	45%	41%
005	X99	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	4-5 Weeks	41%	37%
009	Look	4-5 Weeks	52%	48%
010	Haworth Collection	6-12	15%	N/A
011	Aceray	3-6 Weeks	46.1%	46.1%
012	Allermuir	2-6 Weeks	51.1%	51.1%
013	Appenx Signage	4-5 Weeks	47.5%	47.5%
014	Arcadia	7-8 Weeks	48.3%	48.3%
015	Atriadi	4-6 Weeks	37%	37%
016	Boss Office Products	1-2 Weeks	47.5%	47.5%
017	Cabot Wrenn	6-8 Weeks	31.9%	N/A
018	CCN	4-8 Weeks	35%	35%
019	Claridge	2-6 Weeks	48%	48%
020	Clarus	2-3 Weeks	42%	42%
021	Coalesse	6-8 Weeks	45.1%	45.1%
022	Community	6-7 Weeks	51.1%	51.1%
023	Davis	6-8 Weeks	46.1%	46.1%
024	Egan Visual	2-6 Weeks	46.5%	46.5%
025	Emeco	6-8 Weeks	30%	N/A
026	EMU Americas	2-12	35%	35%
027	Encore	6-7 Weeks	53.5%	53.5%
028	ERG International	4-6 Weeks	48.8%	48.8%
029	Fullbright + Company	2-6 Weeks	38 %	38 %
030	Grand Rapids Chair	4-6 Weeks	46.5%	N/A
031	HBF	7-9 Weeks	46.5%	46.5%

Item No	Seating Lines	Estimated Delivery Time	Discount Off List	Quick Ship Off List
032	High Point Furniture Industries	4-5 Weeks	40%	40%
033	Humanscale	4-6 Weeks	48.5%	48.5%
034	Integra Seating	4-8 Weeks	46.5%	46.5%
035	IZZY+	5-7 Weeks	46.5%	46.5%
036	Janus et Cie	4-12	38%	38%
037	JSI	6-7 Weeks	51.5%	51.5%
038	Keilhauer	7-9 Weeks	46.5%	46.5%
039	Krug	5-7 Weeks	48.8%	48.8%
040	Krug Healthcare	5-7 Weeks	44%	44%
041	Landscape Forms	3-12	Cost +12%	Cost +12%
042	La-Z-Boy	5-6 Weeks	51.5%	51.5%
043	Leland	4-6 Weeks	49.7%	49.7%
044	Martin Brattrud	8-10	46.5%	46.5%
045	Mayline	3-4 Weeks	54.7%	54.7%
046	National Office Furniture	2-6 Weeks	58.4%	58.4%
047	Nienkamper	6-8 Weeks	46.5%	46.5%
048	Nevins	7-9 Weeks	48.8%	48.8%
049	Paoli	3-8 Weeks	54.5%	54.5%
050	Peter Pepper	2-6 Weeks	42.5%	N/A
051	Safco	1-3 Weeks	50%	50%
052	SitOnIt	3-6 Weeks	53.7%	53.7%
053	Source International	5-7 Weeks	48.8%	48.8%
054	Source Outdoor	3-12	42.5%	42.5%
055	Spacestor	6-8 Weeks	36%	36%
056	Spec Furniture	4-6 Weeks	45%	N/A
057	Stylex Seating	4-8 Weeks	46.5%	46.5%
058	Tuohy	6-12	39.5%	39.5%
059	Via Seating	1-2 Weeks	51.5%	51.5%
060	Vitra	8-12	46.4%	46.4%
051	West Coast Industries	7-9 Weeks	45%	45%
052	Woodstock Marketing	1-2 Weeks	51.5%	N/A

6. ERGONOMIC FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Belong	Haworth	6-8 Weeks	48%	44%
002	Jump	Haworth	4-5 Weeks	44%	40%
003	AMQ		1-2 Weeks	44%	N/A
004	ESI		1-2 Weeks	55.5%	N/A

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
005	Humanscale		4-6 Weeks	58%	58%
006	National Office Furniture		2-4 Weeks	58.4%	58.4%
007	Safco		1-3 Weeks	50%	50%
008	Spaceco		2-3 Weeks	57.5%	N/A
009	Workrite		1-2 Weeks	55.5%	N/A

7. ADDITIONAL/SPECIAL SERVICES

A. **Reconfiguration and Labor Charges:*** Charge for reconfiguring any manufacturer's furniture at the request of County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	Regular Hours **Monday - Friday** 8 AM to 5 PM (PST)	**After Hours** **Monday - Friday** 5:01 P.M. - 7:59 A.M. (PST)	**Weekend/Holiday** **All Day** (PST)
PREVAILING WAGE PER HOUR	$66.00	$99.00	$132.00
NON-PREVAILING WAGE PER HOUR	$44.00	$66.00	$88.00

*This shall only apply when reconfiguring existing County furniture.

B. **Design Services:** Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	Regular Hours **Monday - Friday** 8 A.M. to 5 P.M(PST)	**After Hours** **Monday - Friday** 5:01 P.M. - 7:59 A.M. (PST)	**Weekend/Holiday** **All Day**(PST)
PREVAILING WAGE PER HOUR	$85.00	$127.50	$170.00
NON-PREVAILING WAGE PER HOUR	$85.00	$127.50	$170.00

C. **Space Planning:** Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES.

	Regular Hours **Monday - Friday** 8 A.M. to 5 P.M.(PST)	**After Hours** **Monday - Friday** 5:01 P.M. - 7:59 A.M. (PST)	**Weekend/Holiday** **All Day** (PST)
PREVAILING WAGE PER HOUR	$85.00	$127.50	$170.00
NON-PREVAILING WAGE PER HOUR	$85.00	$127.50	$170.00

D. **Special Project Management:** Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	Regular Hours **Monday – Friday** 8 A.M. to 5 P.M.(PST)	**After Hours** **Monday - Friday** 5:01 A.M. - 7:59 A.M. (PST)	**Weekend/Holiday** **All Day** (PST)
WAGE PER HOUR	$85.00	$127.50	$170.00

E. **Warehousing Cost:** Contractor shall provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (after 30-days) Per Day, Per Vault, Per Pallet, Per Square "ft"	**WAREHOUSEMAN HOURLY RATE (after 30-days)**
$50.00 Day	$44.00

F. **Additional Products/Services:** At the request of Department(s), Contractor shall submit a **written** quote for requested goods/services, to include but not be limited to:

1. Express Shipping

2. Other Customer Related Services

***Delivery shall be coordinated between requesting department(s) and Contractor.*

8. REBATES

A. Contractor shall provide rebates based on the breakdown listed below, on an annual basis (November 15 – November 14), through the term of this Contract.

Item No	**Aggregate Total**	**Rebate %**
001	Purchases from $1.00 to $999,999.99	1.25%
002	Purchases from $1,000,000 to $2,500,000	1.75%
003	Purchases exceeding $2,500,000 plus	2.5%

B. Rebate check is due to County no later than the 15th of December, through the term of this Contract.

C. The rebate check must be mailed to CPO designated buyer as listed under Additional Terms and Conditions, Article 36 – Notices.

EXHIBIT 2
PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public- Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee

employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;

(3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

(4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty of Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

1. Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

   a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

   b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

   c. This project is subject to compliance monitoring and enforcement by the DIR.

   d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

   e. **Contractors** and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
      a. The certified payroll must be submitted at least monthly to the Labor Commissioner.
      b. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
      c. The certified payroll records must be in a format prescribed by the Labor Commissioner.

2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant.

Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
b. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contractor subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request

must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
f. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
b. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
e. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exceptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
b. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
c. When the Contractor has a direct contract with the Public Agency that is under $30,000.
d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exceptions from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Approve Contract Services Agreements for On-Call Construction Management and Inspection Services**

RECOMMENDATION

Approve contract services agreements for on-call construction management and inspection services with AKM Consulting Engineers and Ardurra Inc.

DISCUSSION

Public Works' three on-call contracts for construction management and inspection services with AKM Consulting Engineers, Ardurra Inc., and Vali-Cooper and Associates expired earlier this month. On-call contracts provide the City with the flexibility to implement and deliver projects as necessary. The City currently has similar contracts for several areas of expertise including sewer, storm drain, landscape architectural services, traffic engineering, and architectural and environmental services.

In April, Public Works issued a Request for Qualifications for construction management and inspection services to 15 consultants, posted it on the City website and at City facilities, received responses from 12 firms, and selected six firms to interview. Based on the interviews, two firms were ranked as the most qualified using a qualifications-based procedure, with each firm displaying specialized areas of expertise. Instead of awarding the work to one firm, Public Works recommends awarding two contracts based on each firm's experience in different areas.

Public Works recommends AKM Consulting Engineers for sewer, storm drain and pump station projects and Ardurra Inc. for street, signals, facilities, permits, project management and engineering support projects. Having two firms can also provide redundancy in case one firm cannot supply personnel for a project. Both firms come highly recommended by other public agencies throughout Southern California, and have provided similar services to Cypress and several nearby cities including Long Beach, Seal Beach, and Anaheim.

The term of these contracts is for an initial two years with an option for three one-year extensions. Prior to starting any new service for a particular project, the firms will provide a

scope of work, project schedule, and fee proposal for review and approval. For projects beyond the approval authority of the City Manager and/or Public Works Director, a task order will be brought forward to the City Council for consideration and approval.

BUDGET IMPACT

Approval of any work associated with these on-call contracts requires sufficient amounts are available in the budget.

LEGAL REVIEW

The City Attorney has approved the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Request for Qualifications
Qualifications
Contract Services Agreement - AKM
Contract Services Agreement - Ardurra

City of Cypress
Public Works Department

5275 Orange Avenue
Cypress, CA 90630
(714) 229-6740

REQUEST FOR PROPOSALS (RFQ/RFP)

FOR

ON-CALL CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/ TESTING AND INSPECTION SERVICES

Prepared By:

Neema Ghanbari
Digitally signed by Neema Ghanbari
Date: 2022.04.07 15:27:29 -07'00'

Neema Ghanbari, Associate Engineer

Reviewed By:

Digitally signed by Nick Mangkalakiri
Date: 2022.04.07 15:42:12 -07'00'

Nick Mangkalakiri, P.E., Assistant City Engineer

Approved for Advertising By:

Douglas Dancs
Digitally signed by Douglas Dancs
Date: 2022.04.13 17:57:32 -07'00'

Doug Dancs, P.E., Director of Public Works

SUBMITTAL DEADLINE
12:00 p.m. on Thursday, May 5, 2022

Email Proposals to nmangkal@cypressca.org

INTRODUCTION

The City of Cypress, Public Works Department, is requesting a Statement of Qualification (SOQ) from qualified civil engineering firms to provide consulting services on an "as-needed" contract basis. The City will issue task orders for each project based upon a scope of work, work schedule, and fee proposal submitted to the City for its review and approval. The contract term shall be for two years with the City receiving the option to grant three (3) one-year extensions at the end of the term.

1. PROJECT SCHEDULE

The anticipated project schedule flow is as follows:

1. RFP Submittal Deadline: 12:00 p.m. on Thursday, May 5, 2022
2. Shortlist Firms based on qualifications
3. Consultant Interview/Selection Period
4. Determination of Most Qualified Firm(s)
5. Negotiation of Contract and Final Scope of Work
6. Contract Award (June 2022)

2. SCOPE OF WORK

In general, the consultant shall perform professional construction management/engineering support/testing and inspection services, on an "as-needed" basis for various CIP projects assigned by the City. The scope of work may include, but shall not be limited to, the following:

a. Construction Management

Construction management services required include, but shall not limited to, the following: construction management, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, interpretation of PSE, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.

b. Engineering Support

Engineering support services required include, but shall not limited to, the following: architectural, engineering, surveying, estimating, constructability review, value engineering, computer-aided drafting, GIS support, pavement management support, permit assistance, federal, state and local grant applications preparation, labor compliance services, database administration support, review of "as-built" drawings, and other related services.

c. Testing and Inspection

Testing and inspection services include, but shall not be limited to, the following: construction inspection, quality assurance/quality control, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations geotechnical investigations, potholing, exploratory investigations, underground utility research, and other related services.

3. PROPOSAL SUBMITTAL

Interested firms shall submit one (1) electronic PDF copy (via e-mail or downloadable link) of their qualifications to the City of Cypress by: **12:00 p.m., May 5, 2022.** File sizes shall not exceed 5MB.

RFP shall be directed to: **Nick Mangkalakiri, P.E., Assistant City Engineer**
nmangkal@cypressca.org

4. PROPOSAL FORMAT AND CONTENT

a. Format:

The resumes within the SOQ shall utilize a format similar to Caltrans Standard Form 330. Part I and II shall be submitted as part of the qualifications. The form can be downloaded from the Department of Transportation website at: https://dot.ca.gov/programs/procurement-and-contracts/ae-contract-information

A sample of the preferred resume format is included as Attachment "B".

b. Content:

The Proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's proposal to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements as directed. An incomplete Proposal will be considered non-responsive and subject to rejection**.**

The submittal proposals are to contain the following elements:
Firm Organization, Credentials, Background – include a brief profile of your firm and any team member's firm. Identify the project team, including organizational chart and lines of authority, and area of responsibility.

Experience - Consultant's experience with at least three recent public agency projects, including references with contact person and telephone number, and participation of staff being proposed. Provide evidence that the proposing firm and its personnel and team members have expertise and experience in construction management, inspection, material testing, project scheduling, cost estimating and cost-benefit analysis, and general management and administration of all capital improvement projects. Identify the proposed key team members (and their respective firms), and provide their qualifications, including individual experience with projects and number of years with the firm. Provide resumes of each key team member.

5. COST PROPOSAL / HOURLY RATE SHEET - SUBMITTED ELECTRONICALLY IN A SEPARATE PASSWORD-PROTECTED PDF FILE

a. Compensation

The consultant shall provide in a **separate password-protected PDF file** a "Hourly Rate Schedule" which shall include the rates and positions for the individuals proposed to the project. Rates shall be fully-burdened rates and include all overhead, benefits, etc. File shall be named "Hourly Rate Sheet - *consultant name*". The City may request the password at a later date once a firm has been selected.

6. MISCELLANEOUS

a. Standard City Contract Services Agreement

The consultant will enter into an agreement with the City based upon the contents of the RFQ and the consultant's response. The City's standard form of agreement is included as Attachment A. The consultant shall carefully review the agreement, especially the indemnity and insurance provisions.

There will be **no** modifications or exceptions to the standard contract agreement.

b. Modification or Withdrawal of Submittals

Any SOQ received may be withdrawn or modified prior to the SOQ submittal date by written request to the CITY by the prime consultant.

c. Property Rights

SOQs received become the property of the City of Cypress.

d. Confidentiality

Before award of the contract, all SOQs will be designated confidential. After award of the contract all SOQ become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the CITY. Any language purporting to render any portion of the SOQ to be excluded from public review will be regarded as non-effective and will be disregarded.

e. Addendum to Request for Qualifications

The CITY reserves the right to amend the RFQ Notice by addendum before the final SOQ submittal date.

f. Non-Commitment of the CITY

This RFQ does not commit the CITY to award a contract, to pay any costs incurred in the preparation of an SOQ for this request, or to procure or contract for services.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

g. Americans with Disabilities Act

The consultant shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Section 12101 et seq.).

h. Conflict of Interest Concerning Consultant(s)

Prospective consultants shall disclose any financial, business, or other relationship with the City of Cypress that may have an impact upon the outcome of this contract. Prospective consultants shall also list current clients who may have a financial interest in the outcome of this contract.

i. References

The CITY reserves the right to check references not only for those stated in the SOQ but also references from the CITY's consultant evaluation reports. Reference information provided in the SOQ found to be in error may be reflected as a reduction in the evaluation score.

7. CONSULTANT EVALUATION AND SELECTION PROCESS

The CITY will select a consultant for the project based on the following criteria:

a) The City will review all SOQs and award a contract, or contracts, based on a firm's qualifications and what is most advantageous to the City.

b) The City may elect to interview a short list of qualified firms or to interview only the top rated firm based upon SOQs submitted for the project.

c) City may request consultants, who appear to be most qualified for this project, to participate in a brief oral interview and presentation of their proposal.

d) Most qualified, based on personnel and previous experience with this type of project.

e) Proposed scope of services, and demonstration of an approach to the project, that is most beneficial to the City.

f) Effective use of resources and man-hours proposed for the project.

g) The City staff will negotiate a contract with the **best qualified firm** for the desired consulting services. In the event City staff is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. Negotiations will then be undertaken with the next most qualified firm. Failing accord with the second most qualified firm, the City staff will terminate negotiations and continue the negotiation process with the next most qualified firms in order of their evaluation ranking until an agreement is reached, and a firm is selected and an agreement is executed.

ATTACHMENTS

Attachment "A" Sample Standard City Contract Services Agreement
Attachment "B" Sample Resume Format (Caltrans Standard Form 330)

Attachment “A”

Sample Standard City Contract Services Agreement

AGREEMENT FOR CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING & INSPECTION SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2022 by and between the City of Cypress, a California municipal corporation ("City") and _____, a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name) (Title)

(Name) (Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Public Works Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq*.)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

_____

_____

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

1. Contractor shall provide Professional Construction Management/ Engineering Support/ Testing and Inspection Services on an On-Call Task Order Not-to-Exceed basis, to the City of Cypress, including, but not limited to, the following specific services:

    a. Construction Management – Construction management services required include, but shall not be limited to, the following: construction management, contract administration, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, other agency coordination, interpretation of PSE, quality assurance and quality control, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.

    b. Engineering Support – Engineering support services required include, but shall not be limited to, the following: architectural, engineering, surveying, estimating, constructability review, value engineering, computer-aided drafting, GIS support, pavement management support, engineering staffing support, permit assistance, federal, state and local grant applications preparation, labor compliance services, database administration, review of "as-built" drawings, and other related services.

    c. Testing and Inspection – Testing and inspection services include, but shall not be limited to, the following: construction inspection, quality assurance/quality control, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations geotechnical investigations, potholing, exploratory investigations, underground utility research, and other related services.

2. General Requirements for Scope of Services:

    a. Letter of Authority – Prior to the issuance of any task orders under this Contract, Contractor shall submit a written letter identifying the key personnel authorized to initiate and submit proposals on the Contractor's behalf.

    b. Task Orders – Prior to starting any work, Contractor shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. No work shall begin until written approval from the Engineering Division has been received. Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Contractor.

    c. Invoices – The Contractor shall submit invoice monthly and in no case shall invoice be submitted more than once per month. A copy of the accounts payable schedule is available from the Contract Officer. The invoice will be in a format that is acceptable to Contract Officer and shall detail individual personnel who worked on

the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, and percentage of dollars spent. The Contractor shall prepare invoices that show costs against each major milestone task.

The Contractor shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Contractor has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Contractor shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Contractor authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

d. Computer Files - At the conclusion of each Task Order, or mutually agreed milestones, the Contractor shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Contractor shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: Autocad. All final plans and digital files shall be submitted on a flash-based memory device or cloud base services.

   The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

   The Contractor agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

e. Web-based Database – In addition to Contractor's standard construction reporting procedures, Contractor shall submit copies of inspection daily reports to City via the City's web-based database on a daily basis. Inspection daily reports shall be submitted by 7:00 am the following calendar day. Additionally, Contractor shall track labor hours on a daily basis in the City's web-based database. Furthermore, daily photos of construction activities shall be uploaded on a daily basis by the Contractor to the City's web-based database.

f. Contractor's Progress Invoice – The Contractor shall have quantity sheets which summarize the quantity, location, date, time, and quantity of each bid item installed and subsequently submitted for payment. Quantity sheets shall be checked against daily inspection reports for correctness. Separate quantity sheets shall be created for change order work. These quantity sheets shall be in addition to the measured field quantities record agreed upon in the field. Contractor is responsible for checking the progress invoice against the quantity sheets, daily reports, and

measured field quantities records. Additionally, Contractor shall request prevailing wage reports from the construction contractor when the work is subject to prevailing wages. Contractor is responsible for checking each progress payment and ensuring compliance with current laws and regulations regarding prevailing wages. Prior to forwarding construction contractor's invoices to the City, Contractor shall have the progress payment signed and dated certifying that he has checked the progress invoice for completeness and correctness and that the aforementioned tasks described herein this item have been completed.

g. Resident Engineer/Assistant Resident Engineers – Resident Engineers shall be licensed, registered Civil engineers within the State of California. Assistant Registered Engineers need not be licensed, registered Civil engineers, however all work completed by Assistant Resident Engineers need to be reviewed and acknowledged as being completed under the responsibility and supervision of the Resident Engineer, who shall initial and date each work product of the Assistant Resident Engineer. Additionally, prior to the commencement of work for each task order a letter of responsibility shall be submitted to the City stating that the Assistant Resident Engineer will be performing work under the responsibility and supervision of the Resident Engineer.

h. Key Personnel – The Contractor shall not reassign any personnel mentioned in the RFQ/Interview process unless under extraordinary circumstances. The Contractor shall secure prior written approval from the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

   The Contractor's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Contractor Agreement and Scope of Work. The Contractor shall be solely responsible for implementation of all Contractor's services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

   All personnel shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Contractor's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

i. Safety and Identification – All Contractor personnel are required to wear ANSI Class 2 or ANSI Class 3 Safety Vests at ALL times. Vests shall be high visibility lime-green with reflective stripes and shall have an identifying logo and print on the back of the vest. When working in areas where there is a potential for injury to the head from falling objects, Contractor personnel shall wear Class A hard hats in accordance with ANSI Z89.1, which shall have an identifying logo and print on the

front of the hard hat. Full-size proofs of the identifying logos and print shall be submitted to the City for approval.

j. Vehicle Identification – All Contractor personnel vehicles shall have a magnetic decal for automobiles posted on both sides of the automobile. The decal shall have the City of Cypress Public Works Logo, along with the words "Public Works Inspector", printed on the decal. A proof shall be submitted to the City for approval prior to the production of the decal.

k. Unauthorized Work – Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Contractor. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

l. Audits – The Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall be furnished to the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Contractor hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such cost information would have a detrimental effect on the Contractor's business. The City shall notify the Contractor with the identity of any representative and the Contractor will have the right to verify that the representative is not a competitor prior to the audit. The Contractor shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

m. Contractor's Interaction with the Media and the Public – The Contractor shall refer all inquiries from the news media to the City. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Contract Officer what action was taken to alleviate the situation.

n. Sub-Contractors – The City reserves the right of prior approval of all sub-Contractors and retains the right to request the Contractor to terminate any sub-Contractor, for any reason deemed appropriate by the City, by so notifying the Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said sub-Contractor immediately.

The City shall have no liability to any sub-Contractor(s) for payment for services under this Contract or other work performed for Contractor. Any subcontract entered into by Contractor under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Contractor.

o. Direct Expenses – It is expected that the Contractor has extensive knowledge and experience performing this type of work. The Contractor shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Contractor's hourly rates. Therefore, the Contractor shall receive no additional compensation beyond that which is detailed in their budget. Mileage charges shown in the Hourly Rates shall refer to only non-commuter travel.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of three (3) extended terms of one (1) year. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for three (3) extended terms of one (1) additional calendar year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

IV. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

V. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VI. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

D-1 Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.

D-2 Specific work shall be implemented by means of Task Orders, issued in writing by the Contract Officer to the Contractor, including, but not limited to, a Not-to-Exceed fee for services rendered for each Task Order.

D-3 In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

D-4 The Contractor shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.

Attachment “B”

Sample Resume Format

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G *(MATRIX)*

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electricial Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines *(Function Codes)*

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories *(Profile Codes)*

Code	Description
A01	Acoustics, Noise Abatement
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis
A03	Agricultural Development; Grain Storage; Farm Mechanization
A04	Air Pollution Control
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling
A06	Airports; Terminals and Hangars; Freight Handling
A07	Arctic Facilities
A08	Animal Facilities
A09	Anti-Terrorism/Force Protection
A10	Asbestos Abatement
A11	Auditoriums & Theaters
A12	Automation; Controls; Instrumentation
B01	Barracks; Dormitories
B02	Bridges
C01	Cartography
C02	Cemeteries *(Planning & Relocation)*
C03	Charting: Nautical and Aeronautical
C04	Chemical Processing & Storage
C05	Child Care/Development Facilities
C06	Churches; Chapels
C07	Coastal Engineering
C08	Codes; Standards; Ordinances
C09	Cold Storage; Refrigeration and Fast Freeze
C10	Commercial Building *(low rise)* ; Shopping Centers
C11	Community Facilities
C12	Communications Systems; TV; Microwave
C13	Computer Facilities; Computer Service
C14	Conservation and Resource Management
C15	Construction Management
C16	Construction Surveying
C17	Corrosion Control; Cathodic Protection; Electrolysis
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
C19	Cryogenic Facilities
D01	Dams *(Concrete; Arch)*
D02	Dams *(Earth; Rock);* Dikes; Levees
D03	Desalinization *(Process & Facilities)*
D04	Design-Build **-** Preparation of Requests for Proposals
D05	Digital Elevation and Terrain Model Development
D06	Digital Orthophotography
D07	Dining Halls; Clubs; Restaurants
D08	Dredging Studies and Design
E01	Ecological & Archeological Investigations
E02	Educational Facilities; Classrooms
E03	Electrical Studies and Design
E04	Electronics
E05	Elevators; Escalators; People-Movers
E06	Embassies and Chanceries
E07	Energy Conservation; New Energy Sources
E08	Engineering Economics
E09	Environmental Impact Studies, Assessments or Statements
E10	Environmental and Natural Resource Mapping
E11	Environmental Planning
E12	Environmental Remediation
E13	Environmental Testing and Analysis
F01	Fallout Shelters; Blast-Resistant Design
F02	Field Houses; Gyms; Stadiums
F03	Fire Protection
F04	Fisheries; Fish ladders
F05	Forensic Engineering
F06	Forestry & Forest products
G01	Garages; Vehicle Maintenance Facilities; Parking Decks
G02	Gas Systems (Propane; Natural, Etc.)
G03	Geodetic Surveying: Ground and Air-borne
G04	Geographic Information System Services: Development, Analysis, and Data Collection
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
G06	Graphic Design
H01	Harbors; Jetties; Piers, Ship Terminal Facilities
H02	Hazardous Materials Handling and Storage
H03	Hazardous, Toxic, Radioactive Waste Remediation
H04	Heating; Ventilating; Air Conditioning
H05	Health Systems Planning
H06	Highrise; Air-Rights-Type Buildings
H07	Highways; Streets; Airfield Paving; Parking Lots
H08	Historical Preservation
H09	Hospital & Medical Facilities
H10	Hotels; Motels
H11	Housing *(Residential, Multi-Family; Apartments; Condominiums)*
H12	Hydraulics & Pneumatics
H13	Hydrographic Surveying

List of Experience Categories *(Profile Codes continued)*

Code	Description
I01	Industrial Buildings; Manufacturing Plants
I02	Industrial Processes; Quality Control
I03	Industrial Waste Treatment
I04	Intelligent Transportation Systems
I05	Interior Design; Space Planning
I06	Irrigation; Drainage
J01	Judicial and Courtroom Facilities
L01	Laboratories; Medical Research Facilities
L02	Land Surveying
L03	Landscape Architecture
L04	Libraries; Museums; Galleries
L05	Lighting (Interior; Display; Theater, Etc.)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)
M01	Mapping Location/Addressing Systems
M02	Materials Handling Systems; Conveyors; Sorters
M03	Metallurgy
M04	Microclimatology; Tropical Engineering
M05	Military Design Standards
M06	Mining & Mineralogy
M07	Missile Facilities (Silos; Fuels; Transport)
M08	Modular Systems Design; Pre-Fabricated Structures or Components
N01	Naval Architecture; Off-Shore Platforms
N02	Navigation Structures; Locks
N03	Nuclear Facilities; Nuclear Shielding
O01	Office Buildings; Industrial Parks
O02	Oceanographic Engineering
O03	Ordnance; Munitions; Special Weapons
P01	Petroleum Exploration; Refining
P02	Petroleum and Fuel (Storage and Distribution)
P03	Photogrammetry
P04	Pipelines (Cross-Country - Liquid & Gas)
P05	Planning (Community, Regional, Areawide and State)
P06	Planning (Site, Installation, and Project)
P07	Plumbing & Piping Design
P08	Prisons & Correctional Facilities
P09	Product, Machine Equipment Design
P10	Pneumatic Structures, Air-Support Buildings
P11	Postal Facilities
P12	Power Generation, Transmission, Distribution
P13	Public Safety Facilities
R01	Radar; Sonar; Radio & Radar Telescopes
R02	Radio Frequency Systems & Shieldings
R03	Railroad; Rapid Transit
R04	Recreation Facilities (Parks, Marinas, Etc.)
R05	Refrigeration Plants/Systems
R06	Rehabilitation (Buildings; Structures; Facilities)
R07	Remote Sensing
R08	Research Facilities
R09	Resources Recovery; Recycling
R10	Risk Analysis
R11	Rivers; Canals; Waterways; Flood Control
R12	Roofing
S01	Safety Engineering; Accident Studies; OSHA Studies
S02	Security Systems; Intruder & Smoke Detection
S03	Seismic Designs & Studies
S04	Sewage Collection, Treatment and Disposal
S05	Soils & Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling & Facilities
T01	Telephone Systems *(Rural; Mobile; Intercom, Etc.)*
T02	Testing & Inspection Services
T03	Traffic & Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers *(Self-Supporting & Guyed Systems)*
T06	Tunnels & Subways

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	J-V PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM *(If Block 2a is a Branch Office)*	
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS			

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE

c. NAME AND TITLE

Water Resources
Infrastructure
Construction Management

AKM Consulting Engineers
553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

May 5, 2022

City of Cypress
5275 Orange Avenue
Cypress, California 90630

Attention: Mr. Nick Mangkalakiri, P.E.
Assistant City Engineer

Subject: Statement of Qualifications for On-Call Construction Management/Engineering Support / Testing and Inspection Services

Dear Mr. Mangkalakiri:

In response to your April 2022 Request for Qualifications, AKM Consulting Engineers is pleased to submit our Statement of Qualifications to provide On-Call Construction Management/Engineering Support/Testing and Inspection Services to the City of Cypress. We have included team member resumes and relevant project experience in Caltrans Standard Form 330 format as requested.

Based upon our review of the Request for Qualifications, discussions with City staff, and our experience with similar work, we have assembled a project team with extensive experience and expertise in public works construction management, engineering support, inspection and testing to serve the City. Mr. Zeki Kayiran, P.E., will be the Principal-in Charge for the Project. The proposed Project Team will be under the direction of Mr. Emin Kayiran, who will serve as the Project Manager. He has over 17 years of public works infrastructure engineering and management expertise. Mr. Kayiran has completed many projects with the City of Cypress and possesses the requisite experience and knowledge to manage this assignment. He has demonstrated the ability to successfully manage challenging work with demanding schedules and budgets.

AKM has a long and distinguished record of providing on-call professional services to public agencies, including the City of Cypress. AKM pledges the timely deployment of resources to successfully undertake any assigned task.

We thank you in advance for the opportunity to present our Statement of Qualifications, and look forward to continuing to provide the City with superb service completing highly successful projects. Should you have any questions regarding the contents of our submittal or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
AKM Consulting Engineers

Emin Kayiran
Senior Construction Manager

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

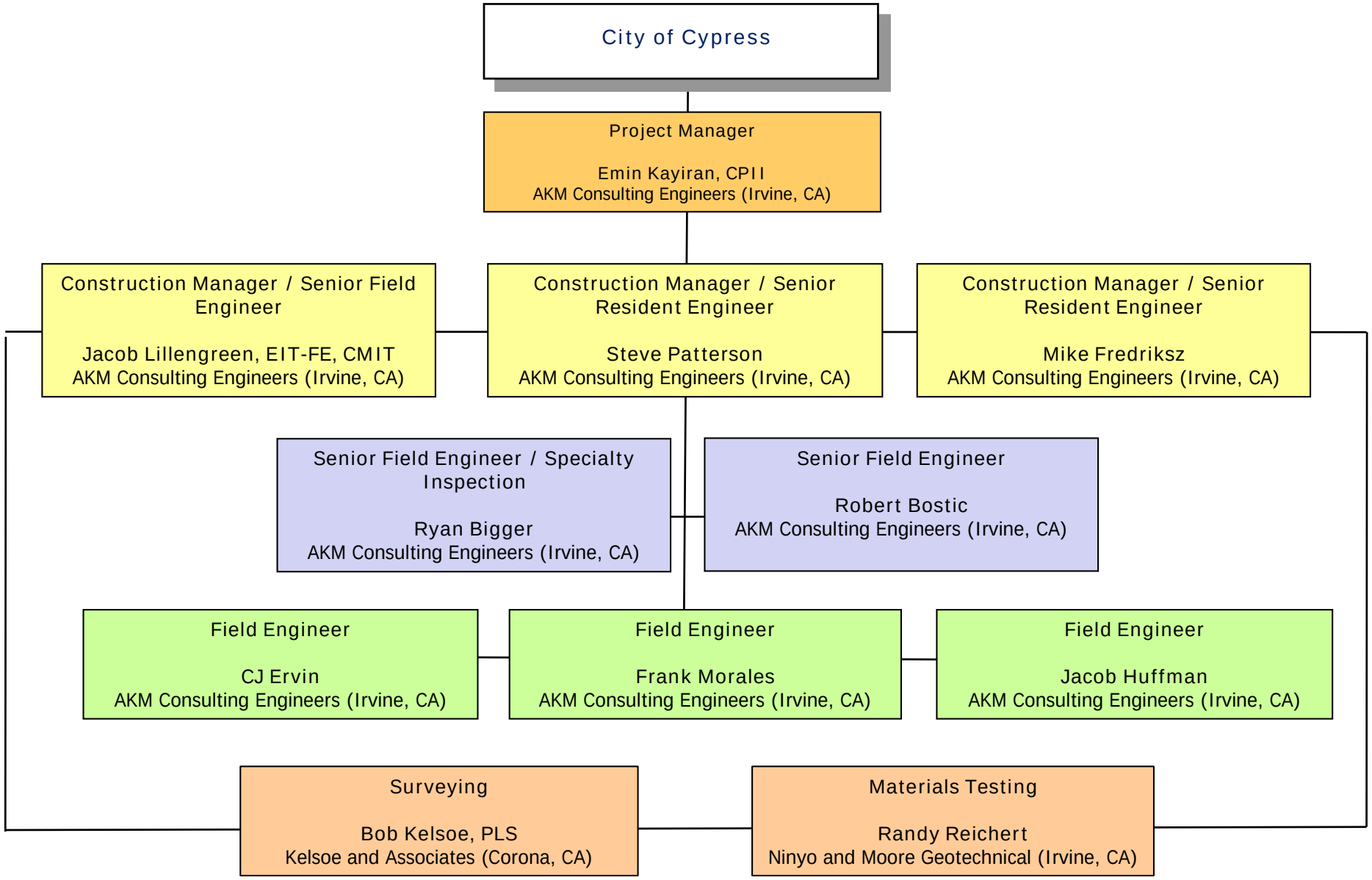
6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	*(Check)* J-V PARTNER	*(Check)* SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*


City of Cypress
Project Manager
Emin Kayiran, CPII
AKM Consulting Engineers (Irvine, CA)
Construction Manager / Senior Field Engineer
Jacob Lillengreen, EIT-FE, CMIT
AKM Consulting Engineers (Irvine, CA)
Construction Manager / Senior Resident Engineer
Steve Patterson
AKM Consulting Engineers (Irvine, CA)
Construction Manager / Senior Resident Engineer
Mike Fredriksz
AKM Consulting Engineers (Irvine, CA)
Senior Field Engineer / Specialty Inspection
Ryan Bigger
AKM Consulting Engineers (Irvine, CA)
Senior Field Engineer
Robert Bostic
AKM Consulting Engineers (Irvine, CA)
Field Engineer
CJ Ervin
AKM Consulting Engineers (Irvine, CA)
Field Engineer
Frank Morales
AKM Consulting Engineers (Irvine, CA)
Field Engineer
Jacob Huffman
AKM Consulting Engineers (Irvine, CA)
Surveying
Bob Kelsoe, PLS
Kelsoe and Associates (Corona, CA)
Materials Testing
Randy Reichert
Ninyo and Moore Geotechnical (Irvine, CA)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Bellflower Bridge Repair, Long Beach, CA	N/A	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	George Kerr	562-570-6525

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM Consulting Engineers provided construction management and inspection services for the Project which involved repair of a damaged section of the Bellflower / Spring Bridge which also serves as a quadruple box culvert under the road. The culvert was damaged by a Contractor performing work at street grade for Southern California Edison (SCE) under a City issued encroachment permit. Because the City had jurisdiction of the bridge and street, and County of Los Angeles Flood Control District (LACFCD) owns and maintains the drainage culvert, SCE's repair contractor was required to obtain permits from both the City and LACFCD. The work entailed constructing a diversion of dry-weather drainage flows away from the culvert chamber where the repair was located, the erection of a designed falsework system within the culvert underneath the location of the repair, the demolition and removal of a 25 by 15 foot section of the bridge/culvert, sandblasting of existing reinforcement bar, doweling and epoxy setting new reinforcement into the existing concrete and placement of new concrete. The work required traffic control beginning at the 405 freeway as well as a full street closure during concrete placement, which was performed at night. Due to the urgency to complete the work within a dry weather window and relive the public of the burden caused by the work, Construction was performed in both day and night shifts, 7 days a week. AKM rotated inspectors to adequately cover the work which required close communication amongst the AKM team as well as all involved parties.

Construction Cost: $500,000
A/E Fees: $50,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*: Lift Station No. 6 Forcemain Replacement Project, Dana Point, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
South Coast Water District	Taryn Kjolsing	949-499-4555 x3171

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM provided construction management and inspection services during construction of the project which includes two separate forcemain alignments, The Work included furnishing products, labor, tools, transportation, and services to construct approximately 900 lineal feet of 12-inch SDR 35 PVC gravity sewer and manholes along Monarch Bay Drive; Construction of approximately 2,250 lineal feet of 18-inch AWWA C905 sewerforce main with epoxy lined and coated ductile iron fittings along Pacific Coast Highway and Monarch Bay Drive; providing a temporary sewer bypass system; tie-in new facilities to existing gravity sewers at two locations and the force main at one location. Also required was the construction of 8 sewer manholes; lining of 3 sewer manholes; installing an AC berm and concrete curb; replacing sidewalk, landscaping, irrigation, speed bumps, and concrete cross gutters; 2" AC pavement grind and overlay. The project encroached into 3 separate home owners associations (HOA) and spans 2 gated communities. The project is located within the City of Dana Point and required close coordination with the City and all 3 HOAs.

Construction Cost: $2,100,000

A/E Fees: $197,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Imperial Highway Street Improvements, El Segundo, CA	N/A	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of El Segundo	Floriza Rivera	310-524-2356

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM provided construction management and inspection services for the project which involved a 2-inch grind and cap on Imperial Highway. The work required an encroachment permit and coordination with Caltrans as well as coordination with the City of Los Angles as the project was adjacent to an onramp to I-105. Keeping traffic burdens to a minimum was critical during construction. AKM quickly coordinated with the City to develop remediation measures when it was discovered during the grinding operation that certain areas of the existing asphalt concrete paving were not even 2-inches thick, so that the paving could proceed and continue as scheduled. All pavement work was conducted during night hours. Other elements of the work included, traffic control, striping utility box, valve can and manhole adjustment and curb and gutter repairs.

Construction Cost: $500,000
A/E Fees: $24,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*: Imperial Headgates and Weir Ponds, Orange County

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Orange County Water District	Audrey Perry	714-378-8245

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM provided construction management and field engineering services for the Imperial Headgates and Weir Ponds Rehabilitation Project. The project included the following: supply and installation of a new trash rack and monorail gripper system for river debris removal; removal and replacement of electrical conduits and panels inside the Control Building; removal and replacement of Control Building and Generator Building roofs, access hatches, and ventilation fans; replacement of three (3) 54-inch square cast-iron slide gates and five (5) electrical actuators; installation of two Doppler flow meters in the Bypass Conduits; integration of new signals from Cleaning System and flow meters to existing SCADA system; construction of concrete retaining walls and slab in support of new monorail and gripper trash racks cleaning system; demolition of existing Flume structure, Weir No. 1 and drain pipe slide gate and structure, and existing Weir No. 2 and drain pipe slide gate and structure; construction of new flume structure and related pressure transducer system, new Weir No. 1 with drain slide gate and structure, new sharp crested Weir No. 2 with drain slide gate and structure, and related pressure transducer system; regrading of existing Weir Ponds 1 and 2; and testing, training and startup. Additional work included the construction of 1,600 feet of 8" HDPE gravity pipeline and appurtenances.

Construction Cost: $6,000,000
A/E Fees: $512,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*: Long Beach Municipal Stormwater Treatment Facility (LB-MUST), Long Beach, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	Colin Averill	562-570-6679

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM is currently providing construction management, inspection, and design quality control services for the City of Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility. The project will intercept non-stormwater runoff and a percentage of the first-flush storm flows generated within the City of Long Beach urban watersheds prior to discharging to existing storm drain outfalls flowing into the Los Angeles (LA) River and the Los Angeles River Estuary. A majority of the City's urban drainage systems are older facilities, which were originally designed with the focus on flood protection and are not currently equipped to address urban stormwater pollution. The proposed LB-MUST facility will assist in the compliance with stormwater pollution and discharge regulations requirements and potentially provide the opportunity as a source for alternative water supply in the future. The intercepted flows from different locations within the City's urban watersheds will be collected and diverted to a centralized downstream advanced treatment facility and storage pond. The key elements of this system include: Multiple upper watershed diversions to intercept and collect flows located “in-line” along each of the existing storm drains tributary to the LA River and small diversion pump stations at each diversion structure; Diverting flows from existing stormwater pump stations through their sump pumps; Hydraulic conveyance systems (pipes and/or open channel) to deliver captured runoff for downstream treatment; Advanced water treatment facility composed of multiple treatment elements and ponds / wetlands; Upper watershed BMPs / storage basin facilities; and; Potential future benefit as an alternative water supply source. As the project is divided into three (3) phases (clearing and grubbing/ initial site preparation (underground utilities and ground stabilization), treatment facility construction, and conveyance system construction), AKM completed the construction management and inspection of the clearing and grubbing/initial site preparation phase in 2018. This phase included clearing and grubbing of the proposed site, initial rough grading of the site, removal of buried railroad tracks and ties, installation of K-rail and fencing around the site, establishment of long term stormwater best management practices (BMPs) for the disturbed area and weekly BMP inspections. The work also required the City to relocate a homeless encampment within the work zone.In 2020, AKM completed providing construction management services for Phase II of the program which included the construction of a new low voltage electrical service, reconstruction and realignment of the roadway fronting the proposed treatment plant site, underground utilities such as water, storm drain and recycled water, construction of ground improvements consisting of deep soil mixing columns, as well as the installation of 3,100 linear feet of the conveyance pressure pipe system. AKM provided quality control and constructability review of the proposed treatment plant and conveyance system design of the 90 percent design packed and is currently providing construction management and inspection during construction. The treatment is designed with the ability to treat both brackish and non-brackish influent flows through separate treatment trains. The treatment process train consists of influent strainers, ceramic membrane ultra-filtration (UF), and an advanced oxidation process (UV/AOP). The ancillary processes include process pumping, process storage tanks, chemical feeding, and air supply. An RO system can be added to the treatment train in the future, downstream of the UV/AOP, to reduce TDS of the effluent and/or provide additional barriers for potential potable reuse.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*: WRF-3 Lift Station, Corona

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Corona	Vernon Weisman	949-499-4555

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM is currently providing construction management and inspection services for the construction of a new wet well / dry well type 1,850 gpm peak flow sanitary sewer pumping station. This project includes a groundwater dewatering system, steel beam and lag shoring system, 30 ft deep reinforced concrete dry well / wet well, three 800 gpm vertical chopper pumps, stand-by electrical power generator, stand-by suction lift diesel driven pump, diesel fuel storage tank, electrical and instrumentation systems.

Construction Cost: $5,700,000

A/E Fees: $530,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
North Health Facility, Long Beach, CA	N/A	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	Nancy Villasenor	562-570-6383

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM Consulting Engineers is currently providing construction management and inspection for the North Health Facility in the City of Long Beach. The project involves the rehabilitation of a City owned municipal building which formerly housed the City of Long Beach's Health Department as well as a child day care. The building was not occupied at the start of the project and will ultimately be occupied by a health clinic run by the City Health Department, as well as new offices for Health Department staff. The tenant improvements include removal and replacement of the existing floor, asbestos abatement throughout the entire facility, replacement of exterior windows, the construction of new partition walls, the relocation and reconstruction of restroom facilities, the removal and reconstruction of kitchen facilities, construction of a new HVAC system, wiring for new electrical receptacles and data ports throughout the building, ADA improvements within the existing parking lot, the construction of a new roofing system and replacement of the building's drop ceiling.

Construction Cost: $3,000,000
A/E Fees: $250,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Material Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Myra Avenue Street, Storm Drain, and Sewer Improvements Project No. 3 Cypress, CA	N/A	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Cypress	Doug Dancs	714-229-6744

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM provided construction management and inspection services for the Myra Avenue In-Line Detention Basin, Storm Drain and Sewer Improvement Project, which is currently in the punch list and completion phase. The Project consisted of three tasks. The first task was to remove and reconstruct a portion of the existing sewer collection and clean and reline a portion of the existing sewer collection system located on Myra Avenue, Marion Avenue, Aqueduct Drive, Tanforan Drive, Hialeah Drive, Pimlico Drive, Virgil Circle, Delano Drive, Cary Circle, and Beaver Circle. The new sewer that would extend under the reinforced concrete box on Myra Avenue were encased in reinforced concrete. The second task was to construct approximately 2000 feet of 13' (W) x 4.5' (H) reinforced concrete box on Myra Avenue as well as a lateral storm drain systems on intersecting side streets. The third task was to reconstruct full sections of street pavement on Myra Avenue between Bloomfield Street and Denni Street; removal and replacement of curb, gutter, cross gutter, and spandrels at eleven (11) intersections; curb-ramps with detectable warning surface, and grinding 2 inches of AC pavement and recapping of full street width along streets within the tract that the project was constructed.

Construction Cost: $10,200,000
A/E Fees: $550,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Geotechnical / Material Teseting
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*: Forcemain Improvements for the Rocky Point and Paseo del Mar Pump Stations, Palos Verdes Estates, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Palos Verdes Estates	Ken Rukavina	310-544-5227

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AKM provided construction management and inspection services during construction of the project which included two separate forcemain alignments, Rocky Point and Paseo Del Mar. The Rocky Point alignment included 2,550 lineal feet of 6-inch buried ductile iron pipe, 950 lineal feet of 8-inch PVC gravity pipe, and 75 lineal feet of 6-inch PVC C900 forcemain.

The Paseo Del Mar Alignment included 1,950 lineal feet of 6-inch buried ductile iron pipe. The project also included the construction of four (4) manholes, the recoating of four (4) existing manholes with an epoxy/polyurethane coating, traffic control, repaving of the effected streets, slurry sealing of the streets from curb to curb and utility coordination.

A main challenge of this project was completing all work prior to the start of school as the work area's close proximity to a local elementary school would have created an immense burden to the public had it not been completed by that time. The two alignments were therefore constructed simultaneously. This required close coordination with the Contractor, City and AKM's field personnel to ensure that the work was completed in accordance with the plans and specifications prior to this critical deadline.

Construction Cost: $1,600,000
A/E Fees: 120,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	AKM Consulting Engineers	Irvine, CA	CM / Inspection
b.	Ninyo and Moore	Irvine, CA	Geotechnical
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **1**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
CITY OF FOUNTAIN VALLEY ON-CALL MATERIALS TESTING Fountain Valley, California	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Fountain Valley	Mr. Temo Galvez	(714) 593-4400

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(include scope, size and cost)*

Ninyo & Moore has been providing materials testing and inspection services during construction of various street and residential roadway rehabilitation projects throughout the city of Fountain Valley since 2008. Projects generally consisted of asphalt concrete overlays at various locations. Improvements also included new concrete curb & gutter, sidewalks, curb ramps, cross gutters, and selected areas of full depth asphalt concrete replacement. Ninyo & Moore provided quality control testing. Ninyo & Moore's scope of services included project coordination and management, including review of the project plans, specifications and special provisions, and work scheduling; attendance at pre-construction meetings and field meetings; field technician services for observation, sampling, testing of soil subgrade, aggregate base, asphalt concrete and concrete materials, including density testing with the nuclear gauge; laboratory testing, including sieve analysis, maximum density, Hveem Stability & Unit Weight, asphalt extraction and concrete compressive strength testing; and preparation of laboratory test data sheets. Testing was performed in accordance with ASTM and Caltrans test methods.

Ninyo & Moore Fees: $200,000

25. FIRMS FROM SECTION C INVOLVED WITH THIS CONTRACT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a	Ninyo & Moore	Irvine, California	Construction Materials Testing & Inspection Services

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
EMIN KAYIRAN	Director of CM / Project Manager	17	17

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. in Business Administration; Finance and Entrepreneurship, University of Arizona, Tucson; Civil Engineering Studies, Civil Engineering/ Construction Management, Cal State University, Long Beach	APWA - Certified Public Infrastructure Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Co-Authored a new training module on inspection of pumping/treatment facilities (2019); Wrote "CPII as a Standard Practice" (2014); Co-presenter/speaker for "De-Mystifying Risk"

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: LB Municipal Stormwater Treatment Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

PM - Construction management, inspection, quality control; interception of non-stormwater runoff and a percentage of the first-flus storm flows generated within City urban watersheds prior to discharging to existing storm drain outfalls flowing into the LA River and LA River Estuary. 3 phases.

b.

(1) TITLE AND LOCATION *(City and State)*: Myra 3 In-Line Detention Basin, Storm Drain, and Sewer Improvements (Cypress), Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

CM - Removal and reconstruction of sewers, cleaning and relining sewers, constructing 2000 feet of 13'Wx4.5'H reinforced concrete steel box, lateral storm drain system on intersection side street; reconstructing street pavement; removal and replacement of curb, gutter, cross gutter, and spandrels; curb ramps; grinding 2" of AC pavement

c.

(1) TITLE AND LOCATION *(City and State)*: Lift Station No. 6 Forcemain (SCWD), Dana Point, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Project Manager-Project consisted of 900 LF of 12" SDR35PVC gravity sewer, 8 manholes, 2250 LF 18" AWWA C905 sewer forcemain with epoxy lined and coated DI fittings; temporary bypass system; tie-in new facilities to existing gravity sewer and forcemains; protection of existing facilities in-place, repaving/restripe streets; within PCH in Dana Point.

d.

(1) TITLE AND LOCATION *(City and State)*: North Health Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

PM - Rehabilitation of City owned municipal building; removal and replacement of floor, asbestos abatement; exterior windows; new partition walls; restrooms; kitchen facilities; HVAC system; ADA improvements; new electrical; replacing the roof; architectural drawings and specifications.

e.

(1) TITLE AND LOCATION *(City and State)*: Bellflower and Spring Bridge Repair (City of Long Beach), Long Beach CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

PM/Inspection Supervisor - Repair damaged sections of the Bellflower/Spring bridge which also serves as a quadruple box culvert under the road. Work required diversion of dry weather drainage flows; demolition of 25'x15' section of concrete; traffic control; night work.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
STEVE PATTERSON	CM / SENIOR RESIDENT ENGINEER	34	15

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	AWWA Cross Connection Control Specialist; NPDES Storm Water Quality Training for Construction Site Activities; California Department of Public Health Water Treatment Operator

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OCHD Backflow Device Tester; Cla-Val, Eng. Maint. & Design; CA Rural Water Distribution System Maintenance & Design; OSHA HAZWOPER; NIMS 700; CJPIA: Management Academy; Haestad Methods; Water System Design & Hydraulic Modeeling

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: LB Municipal Stormwater Treatment Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

PM - Construction management, inspection, quality control; interception of non-stormwater runoff and a percentage of the first-flus storm flows generated within City urban watersheds prior to discharging to existing storm drain outfalls flowing into the LA River and LA River Estuary. 3 phases.

b.

(1) TITLE AND LOCATION *(City and State)*: WRF-3 Lift Station (City of Corona), Corona, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

CM/Insp. - New wet well/dry well type, 1850 GPM peak flow sanitary sewer pumping station; groundwater dewatering system; steel beam and lag shoring system; 30ft deep reinforced concrete dry well/wet well, 3 800 GPM vertical chopper pumps; generator; suction lift diesel driven pump; diesel fuel storage tank; electrical and instrumentation

c.

(1) TITLE AND LOCATION *(City and State)*: 18-Year Street Improvement Program (City of San Clemente), San Clemente, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Committee Member - Replacement and restoration of 60 miles of asphalt concrete pavement. Recommendations, reapirs, developing construction standards, construction schedules; conventional asphalt paving, rubberized asphalt, overlays, and slurry seals. Funded by revenue, street assessment Dist. 95-1, general fund and gas tax.

d.

(1) TITLE AND LOCATION *(City and State)*: Imperial Headgates and Weir Pond (OCWD)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Insp. - Rehabiliation - New trash rack and monorail gripper system; electrical conduits and panels; control building and generator building roofs; access hatches; ventilation fans; 3 54" square cast-iron slide gates and 5 electrical actuators; 2 doppler flow meters; SCADA; concrete retaining walls; flume structure; regrading; 1600 LF of 8" HDPE gravity sewer

e.

(1) TITLE AND LOCATION *(City and State)*: Imperial Highway Street Improvements (City of El Segundo), El Segundo, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

CM/Insp. - 2" grind and cap; encroachment permit and coordination with Caltrans and the City of LA; project was adjacent to I-105 on-ramp; all night work; traffic control, striping utility box, valve can, and manhole adjustment; curb and gutter repairs.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
MIKE FREDRIKSZ	CM / Senior Resident Engineer	38	6

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Bellflower and Spring Bridge Repair (City of Long Beach), Long Beach CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Inspector- Repair damaged sections of the Bellflower/Spring bridge which also serves as a quadruple box culvert under the road. Work required diversion of dry weather drainage flows; demolition of 25'x15' section of concrete; traffic control; night work.

b.

(1) TITLE AND LOCATION *(City and State)*: Lift Station No. 6 Forcemain (SCWD), Dana Point, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Manager-Project consisted of 900 LF of 12" SDR35PVC gravity sewer, 8 manholes, 2250 LF 18" AWWA C905 sewer forcemain with epoxy lined and coated DI fittings; temporary bypass system; tie-in new facilities to existing gravity sewer and forcemains; protection of existing facilities in-place, repaving/restripe streets; within PCH in Dana Point.

c.

(1) TITLE AND LOCATION *(City and State)*: Alton Roadway, (IRWD) Lake Forest CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N.A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Inspection for $40-million joint venture project between the County of Orange and City of Lake Forest. Consisted of rough grading new roadway approximately one mile. Installed storm drain box and associated storm drain pipe, new 16" AWWA C-905 PVC gravity sewer pipe and manholes, new 24", 16", 12" and 8" domestic waterlines, new 24", 16", 12" RW Waterlines

d.

(1) TITLE AND LOCATION *(City and State)*: Villages of Turtle Rock, Quail Hill, and Woodbury (IRWD) Irvine, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Inspection - $6,800,000, 8.1 million square feet of slurry seal and 3,600,000 square feet of asphalt grind and cap.

e.

(1) TITLE AND LOCATION *(City and State)*: LB Municipal Stormwater Treatment Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Inspector - Construction management, inspection, quality control; interception of non-stormwater runoff and a percentage of the first-flus storm flows generated within City urban watersheds prior to discharging to existing storm drain outfalls flowing into the LA River and LA River Estuary. 3 phases.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JACOB LILLENGREEN, EIT-FE, CMIT	CM / Senior Resident Engineer	4	1

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering - University of California	EIT - Fundamentals of Engineering CMIT Level 3

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: LB Municipal Stormwater Treatment Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

CM - Construction management, inspection, quality control; interception of non-stormwater runoff and a percentage of the first-flus storm flows generated within City urban watersheds prior to discharging to existing storm drain outfalls flowing into the LA River and LA River Estuary. 3 phases.

b.

(1) TITLE AND LOCATION *(City and State)*: Pier G Wharf Improvement Project (Port of Long Beach)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

CM - Port of Long Beach $35,000,000 improvements; demolition of existing wharf and construction of a rock dike, backland, and crane stop.

c.

(1) TITLE AND LOCATION *(City and State)*: Signal Hill Library (City of Signal Hill)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

CM - Construction for new multi-million dollar library.

d.

(1) TITLE AND LOCATION *(City and State)*: Fireboat Station No. 15 (Port of Long Beach)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

CM - $31,000,000, work includes fire station construction and boat bay for POLB, coordination with Long Beach Fire Department.

e.

(1) TITLE AND LOCATION *(City and State)*: Olinda Landfill Front Flope Improvements (OC Waste and Recycling)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

CM - Phase 2 of the front slope improvements, reviewing SWPPP reports and coordinating inspection.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
RYAN BIGGER	Senior Field Engineer/Special Inspection	9	1

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	ICC Special Inspector - Reinforced concrete, pre-stressed concrete, structural masonry, spray applied fir proofing, structural steel and bolting

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Independently certified as a special inspector in the County of Orange, County of LA, and City of Long Beach through the District of State Architects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Myra 3 In-Line Detention Basin, Storm Drain, and Sewer Improvements (Cypress), Cypress, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Special Inspector - Removal and reconstruction of sewers, cleaning and relining sewers, constructing 2000 feet of 13'Wx4.5'H reinforced concrete steel box, lateral storm drain system on intersection side street; reconstructing street pavement; removal and replacement of curb, gutter, cross gutter, spandrels; curb ramps; grinding 2" of AC pavement

b.

(1) TITLE AND LOCATION *(City and State)*: Imperial Headgates and Weir Pond (OCWD)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Special Insp. Rehabiliation - New trash rack, monorail gripper system; electrical conduits & panels; control building and generator building roofs; access hatches; ventilation fans; 3 54" square cast-iron slide gates and 5 electrical actuators; 2 doppler flow meters; SCADA; concrete retaining walls; flume structure; regrading; 1600 LF of 8" HDPE gravity sewer

c.

(1) TITLE AND LOCATION *(City and State)*: San Ramon Canyon Storm Drain System (City of Palos Verdes)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Special Inspector

d.

(1) TITLE AND LOCATION *(City and State)*: Leahy Well (Bellflower Somerset MWC)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Construction Inspection - CM/Inspection for new domestic water well and appurtenance with a new 1855 SF masonry block building and pump station, new electrical service, various site improvements.

e.

(1) TITLE AND LOCATION *(City and State)*: Yorba Linda Library Towne Center Parking Structure (City of Yorba Linda)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Special and Soils Inspection

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ROBERT BOSTIC	Senior Field Engineer	16	1

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	SWRCB Grade IV Water Treatment Operator

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Rehabilitation of Water Wlls Wilson 1A and Citizens 9 (Long Beach Water Department)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Rehabilitation of two municipal water supply wells; mechanical and electrical inspections; inspected condition of pumps and equipment; installation of new well pump, column piping, and refurbished well discharge head.

b.

(1) TITLE AND LOCATION *(City and State)*: Cypress Water Production Facility Upgrades (City of Lomita)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Granular Activated Carbon treatment facility and associated ancillary equipment.

c.

(1) TITLE AND LOCATION *(City and State)*: Microfiltration Streel Break (Filtrate) Tank Replacement at the Carson Reclamation Facility (WBMWD)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Demolition of 194,000 gallon welded steel tank, foundation, and appurtenances, installation of temporary above ground bolted steel storage tank and process piping; design and installation of pressure grout soils stabilization

d.

(1) TITLE AND LOCATION *(City and State)*: Barrier Blend Station Modifications (WBMWD)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Modifications to an existing blending station to accommodate new development; relocation of existing telemetry cabinet, new electrical service and meter section, modifications to the existing blending vault, new cathodic protection test stations, grading, and retaining wall.

e.

(1) TITLE AND LOCATION *(City and State)*: Santa Barbara Desalination Plant (IDE Americas)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Chief Plant Operator - Oversaw all projects and maintenance within the plant.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JACOB HUFFMAN	Field Engineer	21	1

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	ACI Concrete Field Testing Technician - Grade 1 - ID 152165; ICC 8075008; Reinforced Concrete Inspector; Masonry Inspector; Soils Inspector; Caltrans Certifications

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

CT 105, 125, 201, 202, 205, 216, 217, 226, 227, 229

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: East of Sepulveda Street Rehabilitation (City of El Segundo)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Construction/Installation of street resurfacing (asphalt concrete overlay), utility manholes, valve can adjustments, traffic loop restoration, striping, street sweeping, and traffic control.

b.

(1) TITLE AND LOCATION *(City and State)*: Pump Station No. 1 and 7 (City of El Segundo), El Segundo, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N//A	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Deputy Inspector - Diverting flows from PS7 to PS1, improving pumping and storage capacity, diesel standby pump, new forcemain, removal of PS7 from service, modifications to gravity sewer system to divert flows from PS7, new concrete 40,000 gal. operational/storage wet well, 15HP 1000gpm screw centrifugal pumps, 8" and 10" discharge pipe

c.

(1) TITLE AND LOCATION *(City and State)*: LB Municipal Stormwater Treatment Facility (City of Long Beach), Long Beach, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2023

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - Construction management, inspection, quality control; interception of non-stormwater runoff and a percentage of the first-flus storm flows generated within City urban watersheds prior to discharging to existing storm drain outfalls flowing into the LA River and LA River Estuary. 3 phases.

d.

(1) TITLE AND LOCATION *(City and State)*: Alamitos Barrier Improvements (OCWD)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Inspector - Drilling and equipping of 17 injection wells, 4 nested monitoring wells, 2 shallow piezometers, pipeline connections, SCADA. Challenge includes work site being situated within the access road to OCFCD Alamitos Channel. Permitting with LACDPW, OCFCD, and LADWP.

e.

(1) TITLE AND LOCATION *(City and State)*: Cathodic Protection Improvements (WBMWD)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N/A	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Inspector - CM/Inspection for rehabilitation of existing CP test stations, new CP test stations, new corrosion monitoring test stations, work on 22 metallic pipelines within 12 separate permitting jurisdictions.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
FRANK MORALES	Field Engineer		

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: 60" RCP Storm Drain (City of Stanton)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Inspector - 60" RCP storm drain 2,800 LF - Beach Blvd - Katella Ave to Knott St and South - Sedimentation tanks, filtration boxes for the City of Stanton

b.

(1) TITLE AND LOCATION *(City and State)*: Sewer Main on Rancho Avenue (Colton Sanitation District)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Inspector – 8" VCP, 2,200 LF sewer main Rancho Ave to sanitation plant. Primary digester sludge tanks, sludge filter presser and dryer for the Colton Sanitation District.

c.

(1) TITLE AND LOCATION *(City and State)*: Limonite Widening (Jurupa Valley)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Inspection - Limonite ultimate right of way widening - paving, curb & gutter, medians, hardscape, landscape and irrigation for Jurupa Valley

d.

(1) TITLE AND LOCATION *(City and State)*: Old Town Temecula Rehabilitation (City of Temecula)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Inspection of Rehabilitation - Rehabilitation of storm drain, full street structural paving, concrete, curb, gutter, sidewalks, hardcape landscaping, and integrated entertainment sound system, right-of-way; Asphalt inspector; AutoCad Design, review for civil and architectural plans.

e.

(1) TITLE AND LOCATION *(City and State)*: ADA Code Compliance Upgrades (City of Canon Lake)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

CM - Sidewalk, crosswalks, handicap access, curb and gutter

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
CRAIG (CJ) ERVIN	Field Engineer	35	7

15. FIRM NAME AND LOCATION *(City and State)*

AKM Consulting Engineers, Irvine, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	State of California Grade 3 Water Treatment Operator *American Water Works Association Grade 2 Distribution Operator*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Ross Avenue Sewer Improvements (City of Alhambra), Alhambra CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Inspector - removal and disposal of 1700 LF of existing 20" VCP sewer, removal 5 manholes; installation of 1700 LF of 21" extra strength VCP sewer; 5 60" sewer manholes; backfill and re-compaction of sewer trench; reconnecting sewer manhole connections; traffic control; mobilization/demobilization.

b.

(1) TITLE AND LOCATION *(City and State)*: Forcemain Improvements for the Paseo del Mar and Rocky Point Sewer Pump Stataions (City of PVE), PVE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/a; CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Inspector - 2 separate forcemains; Rocky Point (2550 LF 6" buried DIP, 950 LF 8" PVC gravity pipe, 75LF 6" PVC C900 forcemain); Paseo del Mar (1950 LF 6" DIP); 4 manholes, repaving; slurry sealing; utility coordination

c.

(1) TITLE AND LOCATION *(City and State)*: Havard Avenue Trunk Sewer (IRWD), Irvine, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N;A; CONSTRUCTION *(If applicable)*: 2000

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Inspector - 5 mile long VCP trunk sewer ranging in size from 24-36"; over 75 72" sewer manholes; traffic control

d.

(1) TITLE AND LOCATION *(City and State)*: University Lift Station Upgrades (IRWD), Irvine CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Inspector - Upgrading existing wet well/dry well pump station with 3 new 1200 GPM VFD pumps, forcemain and a bypass connection, suction and discharge pipes/valves, ventilation system, and electrical and control systems.

e.

(1) TITLE AND LOCATION *(City and State)*: Lift Station No. 7 (City of Alhambra), Alhambra, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: N/A; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Inspector - Construction - New duplex sliderail submersible sewer lift station 29 HP, 750 GPM, 1750 RPM non-clog pumps; spare pumps; 10ft diameter and 22.8ft deep reinforced concrete, T-Lock lined wet well; concrete valve vault; concrete meter vault; 8"-12" VCP sewer; 3363LF 10" DR14 AWWA C900 PVC forcemain; jack and bore.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Randy Reichert	**Project Manager**	31	1

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Irvine, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
A.A. Degree/Mechanical Design General Education & Mathematics, Rancho Santiago College Santa Ana, CA General Education & Diesel Mechanics Golden West College - Huntington Beach, CA	Radiation (Nuclear Gauges) User Safety California Test Methods: 105, 106, 125, 201, 202, 205, 206, 207, 211, 213, 214, 217, 226, 227, 229, 234, 235, 304, 308, 309, 367, 370, 382, and 384 AASHTO Test Methods: T 11, T 27, T 84, T 85, T 96, T 166, T 176, T 209, T 210, T 248, T 255, T 269, T 275, T 304, T 308, T 329, T 335, R 47, R 76, and ASTM D 4791

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

As a Project Manager for Ninyo & Moore, Mr. Reichert provides in-depth knowledge in testing methods, inspection, and standards relating to concrete and hot mix asphalt (HMA) production and placement operations. Has extensive experience working on state and interstate highway transportation projects.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California		Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements. Ninyo & Moore Fees: $500,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Route 210 Soundwall Construction - Phase III, La Canada Flintridge, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing materials sampling and testing services for the Route 210 Soundwall Construction – Phase III Project. The project consists of constructing three block soundwalls on Route 210 in the city of La Canada Flintridge. Ninyo & Moore's services include, but are not limited to, density testing on subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, sieve analysis, sand equivalent, durability, and R-value on soils. Compressive strength testing for concrete, grout and mortar and Hveem stability, unit weight, and percentage asphalt content and extracted gradations for asphalt concrete. Ninyo & Moore Fees: $95,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Pacific Coast Highway / Hawthorne Boulevard Intersection Improvements, Torrance, California		2022
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing materials sampling and testing services for the Pacific Coast Highway (PCH) and Hawthorne Boulevard Intersection Improvements Project. This project consists of widening the intersection of PCH and Hawthorne Boulevard. Services include, but are not limited to, density testing on pavement subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, expansion index, plasticity index, chloride and sulfate content, pH and resistivity, sieve analysis, sand equivalent, durability, and R-value on soils. Ninyo & Moore Fees: $77,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
California Department of Transportation, District 12, Job Mix Formula Reviews (Hot Mix Asphalt) & Mix Design Reviews (Concrete)	2021	2021
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

Reviewed Contractors' proposed HMA, RHMA, and OGFC Job Mix Formulas (JMF's) for compliance. Additionally, reviewed contractors proposed miscellaneous HMA (dike, berm, MVP's and gore areas), ATPB and slurry seal mix designs. Concrete mix design reviews include: structures concrete, (bridge decks, walls, footings, piers/columns, approach slabs, shotcrete, CIDH piles, sound wall grout, soil nail grout and structures and rapid strength concrete). Incorporate in-depth knowledge and reference of the Standard Specifications, American Concrete Institute (ACI) Concrete Mix Design Manual and Asphalt Institute (AI) Asphalt Mix Design Methods.

e (1) TITLE AND LOCATION *(City and State)* (2) YEAR COMPLETED

Ninyo & Moore

	California Department of Transportation, District 12/Administer Caltrans' Material Plant Quality Program	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		2021	2021
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Served as Weights and Measures Coordinator for District 12. Approved concrete and asphalt production facilities for Caltrans projects. Traveled to facilities and conducted inspections to ensure their compliance with all Caltrans requirements. Notified operators of any deficiencies. Also inspected for safety requirements, per Cal-OSHA regulations.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Vance Hunter	**Materials Tester**	22	22

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Irvine, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
High School Diploma	Caltrans Sampling Test Method (125) ACI Field Testing Technician Grade I Caltrans Concrete Test Methods (504.0, 518.0, 523.1, 533.0, 539.0, 540.0, 556.0, 557.0) Radiation (Nuclear Gauge) User Safety Caltrans Soils and Aggregate Test Methods (105.0, 201.0, 202.0, 205.0, 216.0, 217.0, 226.0, 227.0)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Hunter is responsible for performing quality control and quality assurance sampling and testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a Senior Technician, Mr. Hunter has extensive experience providing both field and laboratory testing of various construction materials and maintains his current soils and materials testing certifications from ACI and Caltrans, as well as his nuclear gauge certification. He provides geotechnical observation and testing services for various public works projects including earthwork and mass grading projects, trench and pipeline projects, wall and structure backfill, MSE wall construction, and building pad preparation. He is also certified and trained to provide batch plant inspections at asphalt and concrete batch plants. Mr. Hunter also has extensive experience and knowledge of the Standard Specifications for Public Works Construction (Greenbook) and Caltrans Test Methods and testing frequencies. He is also familiar with the Caltrans standard filing system categories for acceptance testing test data. He maintains a current Caltrans TL-0111 certification for various field and laboratory testing procedures.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California		Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements. Ninyo & Moore Fees: $500,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
SR-57 at Lambert Road Interchange, Brea, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing materials sampling and testing services for the State Route 57 (SR-57) and Lambert Road Improvements Project in Brea. The Caltrans District 12 project consists of various improvements to the existing interchange. Services include sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $900,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-405 Improvement, Orange County, California	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Materials Tester providing materials sampling and testing services for the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605). The project consists of 16 miles of improvements, including adding one regular lane in each direction between Euclid Street and I-605, as well as improvements to existing on-ramps, off-ramps, and bridges. The project also included the creation of the I-405 Express Lanes which incorporate the existing carpool lanes and a new lane in each direction between SR-73 and I-605. Services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $270,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-5 Freeway Improvements Segment 1, Mission Viejo and Laguna Niguel, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing materials sampling and testing services for the Interstate 5 (I-5) Freeway Improvements Segment 1 Project between State Route 73 (SR-73) and Oso Parkway. The Caltrans District 12 project generally consists of widening the I-5

	Freeway between SR-73 and Oso Parkway to add a general purpose lane in each direction. Services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $1,200,000.		
e	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	I-5 Gateway, Orange County, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		2010	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Served as Materials Tester providing materials sampling and testing services for the Interstate 5 (I-5) Gateway Project. The Caltrans District 12 project consisted of reconstructing and widening the existing I-5 Freeway from the State Route 91 (SR-91) Freeway interchange to the Los Angeles County line. Services included sampling and testing of structural concrete, AC pavement, asphalt treated permeable base (ATPB), embankment fill, lean concrete base (LCB), cement treated base (CTB), aggregate base (AB) and polymer concrete overlay. Inspection services included batch plant inspection during production of AC pavement and structural concrete. A mobile lab was set up on-site to reduce the turnaround time on some of the laboratory testing. Laboratory testing services included California Impact Test, R-Value, sieve analysis, sand equivalent, AC extraction and gradation, AC maximum density, aggregate cleanness value, durability, percent crushed particles and LA rattler, concrete compressive strength and flexural strength testing and mix design review. Ninyo & Moore Fees: $950,000.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul Medina	**Materials Tester**	9	8

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Fontana, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
High School Diploma	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Medina is responsible for performing quality control and quality assurance sampling and testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a Special Inspector, Mr. Medina has experience providing both field and laboratory testing of various construction materials. Mr. Medina also has experience and knowledge of the Standard Specifications for Public Works Construction (Greenbook) and Caltrans Test Methods and testing frequencies. He is also familiar with the Caltrans standard filing system categories for acceptance testing test data.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Orange County Transportation Authority On-Call Soils Testing and Inspection Services, Orange County, California	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Special Inspector providing materials testing and inspection services during various construction and reconstruction projects located throughout Orange County. For this contract, Ninyo & Moore provided as-needed geotechnical engineering, materials testing and inspection services for the following projects: HVAC Unit Replacement for Garden Grove and Anaheim Bus Base, Standby Generators for Anaheim and Irvine Construction Circle Bus Bases, Facilities Modifications for I-405 Santa Ana Bus Base, and ADA Access Improvements and Pavement Replacement. Ninyo & Moore Fees: $470,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Puente Valley Operable Unit Intermediate Zone Remediation System Project, City of Industry, California	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Special Inspector to provide geotechnical, materials testing and deputy inspection services for the Puente Valley Operable Unit Intermediate Zone Remediation System (PVOU IZRS) Project. This project consists of Northrop Grumman constructing a water treatment plant (WTP) and associated piping to treat water extracted water from local wells, then selling the water to the local water agency. The project includes construction of a new WTP and installation of over 16,000 LF of pipe. Ninyo & Moore Fees: $160,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Project Abby, Ontario, California	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Special Inspector providing construction materials testing and inspection for Project Abby in Ontario. Services include sampling and testing of structural concrete, asphalt concrete, embankment fill, structural backfill, and aggregate base. Testing is performed in accordance with CTM standards. Ninyo & Moore Fees: $2,000,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Mesa 500kV Substation – Phase 3, Monterey Park	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Field Technician providing construction observation and testing services. The project generally involves the construction of a new 500kV substation at the location of the existing Mesa 220kV Substation site in three phases (Phase 1, Phase 2, and Phase 3). The three phases generally involve the demolition of existing site improvements, earthwork, and construction of new site improvements in different portions of the project site. Phase 3 generally includes the demolition of the existing 220kV substation, grading of the 220kV substation site to match adjacent grades created during Phase 1 and 2 grading, and regrading of the Detention Basin constructed during Phase 1. Ninyo & Moore Fees: $2,800,000.

e

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Mesa 500kV Substation – Phase 4, Monterey Park	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Field Technician providing geotechnical, materials testing, and inspection services during construction of Southern California Edison's (SCE) Test and Maintenance (T&M) Building as part of the Mesa 500kV Substation project located on East Potrero Grande Drive in Monterey Park. Ninyo & Moore Fees: $218,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ROBERT KELSOE, PLS	Surveying	35	28

15. FIRM NAME AND LOCATION *(City and State)*

Kelsoe and Associates, Corona, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Southern California Surveyors Joint Apprenticeship Committee Rancho Santiage College Riverside City College	PLS California 6957 PLS Nevada 12994

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Well 15, Montebello Land and Water Company

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Surveying

☑ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*: Sewer Lift Station No. 35 and Seal Way Storm Drain, City of Seal Beach

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2008 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Surveying

☑ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*: 6th Street Alley Water and Sewer Replacements, City of Seal Beach

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Surveying

☑ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*: Lift Station No. 2, City of Alhambra

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Surveying

☑ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*: Lift Station No. 2, South Coast Water District

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Surveying

☑ Check if project performed with current firm

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

5.5.2022

33. NAME AND TITLE

Emin Kayiran, CPII (Director of Construction Management Services)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM *(If Block 2a is a Branch Office)*	
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS			

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
		(1) FIRM	(2) BRANCH			
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE

c. NAME AND TITLE

MAY 5, 2022

City of Cypress

Statement of Qualifications to Provide

ON-CALL CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING AND INSPECTION SERVICES









ARDURRA

ARDURRA

May 5, 2022

City of Cypress
Engineering Division
Public Works Department
Attn: Nick Mangkalakiri, PE, Assistant City Engineer
5275 Orange Avenue
Cypress, CA 90630
nmangkal@cypressca.org

SUBJECT: STATEMENT OF QUALIFICATIONS TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING AND INSPECTION SERVICES

Dear Mr. Mangkalakiri,

Ardurra Group, Inc. (Ardurra) appreciates this opportunity to present our qualifications to the City of Cypress to provide construction management (CM), engineering support, testing and inspection services on an as-needed basis for various CIP projects. We have assembled a team ready to provide the full range of services necessary for the successful delivery of your projects.

Selecting the Ardurra team offers the City the following benefits:

- **A team you know and can trust. Steve Badum, PE,** will serve as project director and primary contact for any task orders initiated from this as-needed contract. He has been working as an extension of the City's staff for years providing engineering services such as development review, capital projects support, employee training and mentoring, and other civil engineering assistance.
- **Strong leadership gives you a smoothly run project. John Wolitarsky, CCM,** will lead our construction management efforts. He is well-versed with the inner structure of the City, having recently provided CM services for the Police Department Modernization Project. Over the course of his career, John has delivered critical public facility, aquatics, recreation, roadway, water and utility improvements for numerous Southern California cities and regional agencies. Having worked on numerous highly visible projects, John is an excellent facilitator with the ability to resolve technical issues and obtain smooth coordination among all project stakeholders and will be able to coordinate seamlessly with the City.
- **Peace of mind through each phase of your projects.** From planning and design through construction and post-construction, our team has worked on various types of public works, Caltrans, and private land development projects, including street rehabilitation; water, sewer, storm drain improvements; ADA compliance; traffic signal; and landscaping improvements. We bring highly effective CM tools and procedures developed by construction managers. These tools are scalable and already tailored to fit the City of Cypress's capital project delivery approach.

- **The capacity to provide the right staff at the right time.** We have a deep bench of in-house construction managers, inspectors, project and documents control specialists, and engineers who bring experience in all aspects of public works infrastructure. Our team is competent, responsive, and conforms to California Building Standards Code/Title 24, City standards, codes and ordinances, federal grant requirements, Caltrans Local Assistance Procedures Manual (LAPM), Greenbook, APWA standards, AWWA standards and, where appropriate, LEED, DSA, and OSHPD standards.
- **Specialized experts bolster the team.** We are continuing our partnership with **HL Construction Management (HLCM)** to assist with cost estimating and **Geo-Advantec, Inc. (GAI)** for material testing. HLCM has tremendous experience with cost estimating services that will be of great value to the City in establishing construction budgets that are accurate and take into account the ever-changing landscape of construction costs. GAI provides outstanding geotechnical engineering, material testing, and inspection services for all phases of projects. Ardurra has worked extensively with both of these exceptional firms. This long-standing alliance enables a streamlined approach and smooth coordination.

We look forward to teaming with the City and assisting with delivery of your CIP projects. Please feel free to contact me at ddemilia@ardurra.com or (714) 458-0703, should you have any questions or require additional information.

Respectfully submitted,
Ardurra Group, Inc.



Dino P. D'Emilia, PE, F.ASCE, QSD
Project and Construction Management Group Leader
Cell: 714.458.0703
ddemilia@ardurra.com

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(CITY AND STATE)*

On-Call Construction Management/Engineering Support/Testing and Inspection Services *(City of Cypress, CA)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
04/15/2022	NA

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Dino D'Emilia, PE, F.ASCE, QSD, Project and Construction Management Group Leader

5. NAME OF FIRM

Ardurra Group, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
714.458.0703	949.258.5053	ddemilia@ardurra.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(CHECK) PRIME	J-V PARTNER	SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Ardurra Group, Inc. ✓ CHECK IF BRANCH OFFICE	1960 E. Grand Ave., Suite 300 El Segundo, CA 90245	Construction Management, Inspection, Engineering
b.	✓			Ardurra Group, Inc. ✓ CHECK IF BRANCH OFFICE	3737 Birch St., Suite 250 Newport Beach, CA 92660	Construction Management, Inspection, Engineering
c.	✓			Ardurra Group, Inc. ✓ CHECK IF BRANCH OFFICE	43410 Business Park Drive Temecula, CA 92590	Construction Management, Inspection, Engineering
d.			✓	Geo-Advantec, Inc. ☐ CHECK IF BRANCH OFFICE	457 W. Allen Ave., Suite 113 San Dimas, CA 91773	Material Testing, Inspection
e.			✓	HL Construction Management ☐ CHECK IF BRANCH OFFICE	678 N Lemon Hill Trl Orange, CA 92869	Cost Estimating
f.				☐ CHECK IF BRANCH OFFICE		
g.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

✓ *(Attached)*

ON-CALL CM/ENGINEERING SUPPORT/TESTING & INSPECTION ORGANIZATION CHART

CITY OF CYPRESS

PROJECT MANAGER
Nick Mangkalakiri, PE

PRINCIPAL-IN-CHARGE
Dino D'Emilia, PE, F.ASCE, QSD*

QA/QC & TECHNICAL REVIEW
Amy Czajkowski, PE, CCM, QSD/P*

PROJECT DIRECTOR
Steve Badum, PE*

CONSTRUCTION MANAGERS
John Wolitarsky, CCM*
Oscar Gonzalez, PE*
Earl Schwartz, PE, QSD*
Omar Alameddine, EIT*
Mark Lewis, PE, TE*
Gafur Oyewo*
Arash Rostamian, PE, QSP, CPII*
Joe Stoakley, PE, QSD*
Bradley Waldrop, PE*
Scott Adamson, PE, QSD/P
Bob Barrett, PE, QSD/P
Lucas Findlay, PE, QSD/P

CONSTRUCTABILITY REVIEW/ VALUE ENGINEERING
John Wolitarsky, CCM*
Dino D'Emilia, PE, F.ASCE, QSD*
Earl Schwartz, PE, QSD*
Bradley Waldrop, PE*

LABOR COMPLIANCE
Victoria Booker, MBA*
Nancy Cambra

INSPECTORS
Brian Briones*
Keith Forbes, QSP*
Eric Nunez*
Gafur Oyewo*
Arash Rostamian, PE, QSP, CPII*
Joe Stoakley, PE, QSD*
Chip Vanderbeek, QSP*
Dustin Bender
Manuel Briones
Doug Davidson
Anthony Dazzo
John Dela Cruz, QSP
Eric Egurrola
Rob Fitzgerald
Anthony Guzman, QSP
Jay Jordan
Joe McMahon
Matt Reagan, QSP
Dennis Rodriguez
Don Wren, Jr.

PROJECT/DOCUMENTS CONTROL
Dustin Blackwell*
Adam Banihamed*
Dee Yeh*
Anthony Amado, EIT
Karen Brown-Castro
Mahina Payo

SUBCONSULTANTS

COST ESTIMATING
Jay Helekar*

H CONSTRUCTION MANAGEMENT

MATERIAL TESTING
Ronald Hanson, CEG, PG*
Dominique McGee*
Ivan Canales*

Geo-Advantec, Inc.
G Geotechnical Engineering
A Earthquake Engineering
I Inspection and Testing
Engineering Geology

ENGINEERING SUPPORT

PROJECT ENGINEERS
Anissa Voyiatzes, PE, QSD, ENV SP*
Lisette Bice, PE, QSD, ENV SP*
Jose Hernandez, PE, QSD/P*
Mark Lewis, PE, TE*
Joe Buckner, PE, PLS, QSD*
Miguel Hurtado, PE*
Andrea Mosqueda, PE*
Fong Tse, PE*
Eli Farah, PE
Anthony Amado, EIT

CADD
Jose Hernandez, PE, QSD/P*

GIS
Leah Russell

SURVEY
Joe Buckner, PE, PLS, QSD*
Kevin Cole, PLS
William Kull, PLS
Nick Richard, PE, QSD/P

* Denotes that resume is included. We can provide additional resumes upon the City's request.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dino D'Emilia, PE, F.ASCE, QSD	**Principal-in-Charge, Constructability Review/Value Engineering**	31	12

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1996/PE/CA #C55453

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Dino D'Emilia brings extensive experience in project leadership, CM and civil engineering. He has completed nearly $1B in public works projects in Southern California. He is known as a project and construction manager who directly engages in both the intricacies of projects as well as overall quality, timely completion and cost-effectiveness. He brings expert-level knowledge of the Caltrans LAPM and relevant federal regulations and documentation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Redondo Beach Transit Center
(Redondo Beach, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal-in-charge for the new $11.5-million LEED certified replacement to the existing Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices, as well as a kiss-and-ride parking lot and passenger drop-off area, and bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

b.

(1) TITLE AND LOCATION *(City and State)*

On-Call Municipal Engineering Services
(Lake Forest, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

QA/QC director for CM and inspection for a $3.6M multi-year contract with the City of Lake Forest to provide services for general municipal engineering, review of land use development applications, plan check for proposed developments, public works encroachment permit inspections, capital improvement project design, construction management and inspection, and water quality program management. Projects included five developments totaling over 3,800 housing units; design of the Los Alisos Blvd. resurfacing project; and annual sidewalk survey.

c.

(1) TITLE AND LOCATION *(City and State)*

Carson Street Master Plan Implementation
(Carson, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2017	2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal-in-charge overseeing Ardurra's construction management services for this $19M project. Improvements included drought-tolerant landscaping for parkways and medians; benches, bike racks and pedestrian-area lighting; public art; and entry monuments. Other additions included a traffic signal, reconfigured turn lanes, driveways rebuilt for ADA compliance, and median LED lights.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call Program Management
(Long Beach, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal-in-charge for $4M project management services contract. To date Ardurra has managed projects valued at more than $50M and have included 11th Place stairway and bluff repair, water quality improvements, stormwater total maximum daily load compliance, the Leeway Sailing and Aquatic Center expansion and renovation, beach restroom replacements, the new Seaside Way pedestrian bridge, new beachfront pedestrian and bicycle path, Belmont Pier feasibility study and interim improvements, Cherry Beach Playground, beach basketball courts at Junipero, Drake Soccer Field, Alamitos Beach Concession, among others. Also provides scheduling training and peer reviews for City staff.

e.

(1) TITLE AND LOCATION *(City and State)*

Fountain Valley Recreation Center Exterior Improvements
(Fountain Valley, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal-in-Charge for this $1M exterior renovation of the City's 40-year-old recreation center.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Amy Czajkowski, PE, CCM, QSD/P	**QA/QC & Technical Review**	29	19

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Temecula, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1999/PE/Civil Engineering/CA # C59082; CMCI Certified Construction Manager (A1762); California Stormwater Quality Association (CASQA) Qualified SWPPP Developer (QSD) Certification #24758

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

In her 29 years of serving water districts, municipalities, and purveyors, Amy Czajkowski has gained recognition for system planning, design engineering, and construction management of public water and wastewater infrastructure projects. Her engineering design experience includes pump and lift stations, conveyance systems, reservoir storage, and treatment facilities. An additional specialty of hers is stormwater management, which includes design services, assisting with permitting compliance, and performing inspection for effectiveness of BMP systems during construction. She has conducted master plans for water and sewer services, assessed impact fees, and developed CIPs to ensure adequate service.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Engineering Services for the Program/Project Management of Capital Improvement Plan** *(Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Program manager responsible for delivering engineering services for the program and project management of Long Beach Water Dept.'s CIP that ranges from new well water supply projects to sewer pipeline and lateral replacements.

b.

(1) TITLE AND LOCATION *(City and State)*: **Near Term Water Supply & CIP, Elsinore Valley Municipal Water District, CA** *(Lake Elsinore, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(if applicable)*: 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Program manager for more than 40 CIP construction management and design projects ranging in construction value from $300,000 to $10 million. The CIP execution rate was over 90%, and all projects were completed on time and with an overall 2% change order rate.

c.

(1) TITLE AND LOCATION *(City and State)*: **CIP Management (Construction Management and Design)** *(Oceanside, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016; CONSTRUCTION *(if applicable)*: 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

CIP manager responsible for the preparation of 15+ in-house designs, RFP preparation, managing consultant contracts, preparation of staff reports and other Council documents, as well as other functions to complete projects listed on the City's FY 15/16 CIP.

d.

(1) TITLE AND LOCATION *(City and State)*: **Mesa Garrison Emergency Sewer Repair Design-Build** *(Oceanside, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015; CONSTRUCTION *(if applicable)*: 2015

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager/project manager for the emergency repair of the collapsed 24-inch gravity sewer, which carries 15% of the City's raw sewage. Developed an emergency method to stop the spill, stabilize the sewer, and subsequently repair this critical piece of infrastructure. Project involved the reconstruction and/or replacement of 2,000 LF of sewer.

e.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Project Management Support Services** *(Coachella, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Program management support for Coachella Valley Water District that involved leading projects, managing, and prioritizing projects within the CIP program in order to improve the CVWD's execution rate for the fiscal year. Responsible for ensuring all grant compliance and monitoring functions are completed for CVWD from the following programs: Clean Water State Revolving Fund, Drinking Water State Revolving Fund, California Green Project Reserve funded projects, Bureau of Reclamation projects, and the Department of Water Resources.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Steve Badum, PE	**Project Director**	42	6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MPA/Public Administration; BS/Civil Engineering	1983/PE/Civil/CA #C36106

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Steve Badum brings more than 40 years of municipal management and engineering experience. His projects have included public works administration/management; engineering planning and design; water and sewer maintenance and operations; construction administration, inspection/resident engineer; land development design, plan check, subdivision and environmental processing; and consultant procurement and management. Steve retired in 2015 as Newport Beach's Assistant City Manager working with all City departments to improve and streamline City services. Significant accomplishments included management of the $140M Civic Center and Park project including a 16-acre park/wetlands/dog park; 17,000-SF library expansion; 100,000 SF of City Hall office building with one stop permitting center and a 450-space parking structure.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

On -Call City Engineering Services *(Cypress, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Providing city engineering services including development services review, capital project support, employee training/mentoring, and civil engineering assistance.

b.

(1) TITLE AND LOCATION *(City and State)*

On-Call Municipal Engineering Services, Opportunity Studies Area (OSA) Projects *(Lake Forest, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Management contact for this $3.58M project involving a multi-year contract with the City to provide services for general municipal engineering, review of land use development applications, plan check for proposed developments, public works encroachment permit inspections, capital improvement project design, construction management and inspection, and water quality program management.

c.

(1) TITLE AND LOCATION *(City and State)*

Lincoln Avenue Widening (between East Street and State College Boulevard) *(Anaheim, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2017	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

QA/QC for engineering design services for the widening of Lincoln Avenue, pavement reconstruction, median island construction, curb and gutter construction, sidewalk construction, parkway construction, driveway construction, and curb ramp upgrades.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call City Engineering Services *(Signal Hill, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Currently under a multi-year contract reporting to the Public Works Director and providing city engineering services including CIP management, development services review, assessment district program management, preliminary engineering, capital project planning, budgeting and scheduling, permit and grant administration and general engineering support services.

e.

(1) TITLE AND LOCATION *(City and State)*

Signal Hill Dog Park *(Signal Hill, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Project management for the City's Dog Park just south of the I-405 Freeway between Atlantic and Orange Avenues. Improvements include new artificial turf, landscaping, a parking lot and sidewalks. The park was enhanced with play mulch, crushed-granite walkways, seating, lighting, fencing, and drinking fountains.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
John Wolitarsky, CCM	**Construction Manager, Constructability Review/Value Engineering**	36	6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Business Administration	Certified Construction Manager, CMAA #10457

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

John Wolitarsky has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects throughout Southern California. He has managed high-profile arterial roadway improvements, renewal and replacement of domestic water and sewer lines and reservoirs, and public facility improvements including recreation complexes, fire stations, fountains, parkland projects, and aquatic centers.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project** *(Cypress, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION *(if applicable)*: 2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for this $3.2M seismic upgrade and complete modernization to the interior of the existing Police Department. This 20,000 SF building with a partial basement includes new electrical, HVAC, office space, conference rooms, restrooms/locker rooms, evidence room, an outdoor patio, as well as seismic retrofitting of the building. Required substantial coordination with the Department to relocate personnel to temporary trailers during construction.

b.

(1) TITLE AND LOCATION *(City and State)*: **Fountain Valley Recreation Center Exterior Improvements** *(Fountain Valley, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(if applicable)*: 2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for this $1M exterior renovation of the City's 40-year-old recreation center. Managed replacement of the building's storefront windows, doors and roof. Oversaw construction of a new entry area and the repainting of the entire building exterior. The center remained open for classes and community activities throughout construction.

c.

(1) TITLE AND LOCATION *(City and State)*: **Redondo Beach Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Lead construction manager for the new $11.5-million LEED certified replacement to the existing Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices, as well as a kiss-and-ride parking lot and passenger drop-off area, and bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

d.

(1) TITLE AND LOCATION *(City and State)*: **15th Street Bike Boulevard of Parks** *(Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(if applicable)*: 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for this $1M, 2.5-mile safer east-west bikeway connection between neighborhoods throughout Long Beach. Improvements included new bicycle/pedestrian facilities, way-finding signage, crosswalk enhancements, construction of intersection traffic circles, reconstruction of curb ramps, construction of bulbouts and installation of a flashing warning system at one of the busiest intersections.

e.

(1) TITLE AND LOCATION *(City and State)*: **Carson Street Master Plan Implementation** *(Carson, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*: 2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project manager for a high-profile $22M revitalization of a 1.75-mile section of Carson Street. The project narrowed several intersections along this corridor to reduce traffic speeds and encourage walking, which required intersection reconstruction, utility and traffic signal relocations and modifications, wider sidewalks, public art, bicycle parking, pavement rehabilitation, new seating, landscaping and streetlights.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Oscar Gonzalez, PE	**Construction Manager**	35	<1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS/Environmental Engineering (Water/Wastewater); BS/Mechanical Engineering	2004/PE/Civil/CA #C66241

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Oscar Gonzalez has an extensive background in program/project leadership, construction management, and civil engineering in his 35-year career. His expertise consists of public facilities, wet and dry utilities, street improvements, recreation centers, and landscaping and masonry. He has managed various phases ranging from planning and design to construction management and facility operations start-up.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Belmont Plaza Pool Rebuild/Revitalization Project** *(Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager for this new, $103.1M aquatics center that replaces the now-demolished Belmont Olympic Pool, which will host swimming, water polo, and platform diving events at local, regional, and national levels. Assisting with CM RFP/consultant selection process as well as with administering an application from the LACFCD DNAP program. Coordinating design and permitting of the Olympic Plaza Storm Drain upgrade.

b.

(1) TITLE AND LOCATION *(City and State)*: **North Fontana Land Development Program** *(Fontana, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(if applicable)*: 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Director of construction for over $70M in public improvements including backbone infrastructure and facilities that will serve new residential communities. Tasks included budget and cash flow development and review/updates; schedule development and review/updates; management of design and CM consultants; coordination with the City of Fontana and other public stakeholders; and permitting with the City and utilities. New construction under an aggressive schedule included wet utilities, dry utilities, street improvements, masonry walls, and landscaping.

c.

(1) TITLE AND LOCATION *(City and State)*: **Storm Drain and Water Pipeline Project** *(Highland, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015; CONSTRUCTION *(if applicable)*: 2015

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Construction manager for this $5M project, which consisted of installation of 17,000 LF of new pipeline and included sewer, water line, and storm drain facilities, traffic control installation, public notification, and testing and disinfection of pipeline. Duties included constructability review, bid assistance, public outreach, change order negotiation, and contractor payment request review.

d.

(1) TITLE AND LOCATION *(City and State)*: **30-Inch West Pipeline Project, East Valley Water District** *(Highland, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014; CONSTRUCTION *(if applicable)*: 2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Construction manager for this $1.4M project involving installation of 5,000 LF of new potable water pipeline, traffic control installation, public notification, and testing and disinfection of pipeline. Provided public outreach, change order negotiation, and contractor payment request review.

e.

(1) TITLE AND LOCATION *(City and State)*: **New Model Colony Infrastructure Improvements** *(Ontario, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(if applicable)*: 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Construction phase engineering and management. Responsible for multiple aspects of delivering $65M of infrastructure for the expansion of the City of Ontario annexation of the agriculture preserve, which included wet and dry utilities, roadway grading and paving, traffic signals, lighting, and striping. This project was bid with incomplete construction bid documents necessitating over $10M in negotiated change orders.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Earl Schwartz, PE, QSD	**Construction Manager, Constructability Review/Value Engineering**	29	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Engineering	2003/PE/Civil/CA #C64411; Qualified SWPPP Developer

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

With 29 years of experience, Earl Schwartz has delivered critical projects for many southern California cities and municipalities. Earl approaches all projects with a strong strategic focus and an emphasis on team building while maintaining a clear path towards achieving project goals.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Ball Road Project (West Place to Claremont Street) *(Anaheim, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Contract administration and CM services for this project (Harbor Avenue to West near Disney), which consisted of replacement and upgrade of portions of 8-inch DIP and 16-inch and 18-inch 14-gage CCP water lines and valves at the Disneyland Drive and Harbor Boulevard intersections.

b.

(1) TITLE AND LOCATION *(City and State)*

Olive Street 16-inch Water Main Replacement and Roadway Restoration – Phase 2 *(Anaheim, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Resident engineer/CM services for this $1.1M project that involved installation of approximately 1,220 LF of 16-inch and 650 LF of 12-inch ductile restrained iron pipe and appurtenances.

c.

(1) TITLE AND LOCATION *(City and State)*

Heritage Point Park and Stormwater Infiltration Project *(Signal Hill, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Construction manager for this $2.2M construction of a new public park and stormwater infiltration system to restore a barren brownfield area to provide much needed open space, wildlife habitat, environmental education opportunities, and enhancement of the City's trail network for outdoor recreation in an urbanized, industrial area. The passive view park and miscellaneous related work includes grading, oil operations access roadway, park entry monument and gate, stacked stone retaining walls, drainage and infiltration system, hardscape, decomposed granite walkways, passive park amenities, bollards and lighting, irrigation, trees and planting, dog valet station, and miscellaneous related work.

d.

(1) TITLE AND LOCATION *(City and State)*

Direct Buried Power Project *(Anaheim, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Contract administrator for this $7.5M direct buried cable replacement project. Construction consists of installing new conduits and underground structures, cables and transformers to replace degrading direct buried electrical cables; and installation of new underground service concrete streetlights to replace existing overhead wood poles.

e.

(1) TITLE AND LOCATION *(City and State)*

New Well 22A Equipping Project *(Long Beach, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Construction manager for this $1.6M new well project that involves demolishing the existing well site and equipping of a new well site. This includes new pump facility CMU enclosure, installation of pump and motor, pump piping, electrical facilities inclusive of VFD and motor controls, electrical meter main and switchboard, remote transfer unit, and hot tapping gate valve into an existing 24-inch collection line. Responsible for submittal and RFI reviews, conducting weekly progress meetings, change order management inclusive of merit determination and independent cost analysis and negotiation, payment applications, overseeing and coordinating all inspection and geotechnical inspection subconsultant.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Omar Alameddine, EIT	**Construction Manager**	16	6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	EIT/CA #151070

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Omar Alameddine brings an extensive background in construction management and inspection on public works and Caltrans projects. Omar has delivered projects to renew city streets and freeways, applying his firm grasp of Caltrans and Greenbook standards. He has also managed and inspected construction of public facilities, domestic water, sewer, and drainage improvements, as well as recreational facilities.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project *(Cypress, CA)*	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspection services manager for this $3.2-million seismic upgrade and complete modernization to the interior of the existing Police Department, a 20,000-SF building with a partial basement including new electrical, HVAC, office space, conference rooms, restrooms/locker rooms, evidence room, as well as an outdoor patio and seismic retrofitting of the building.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Capital Improvement Projects *(Anaheim, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Contract administrator/construction manager augmenting the City's Public Works staff to expedite the completion of more than $57 million in projects, such as the Indiana Street Water Main Replacement; Santa Ana Street Railroad Water Main Crossing with Metrolink/SCRRA; Underground Conversion Plan Projects; Olive Street 16-inch Water Main Replacement and Roadway Restoration Project; Rehabilitation of Pressure Regulating Stations 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73; and Telecommunication Poles.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Municipal Engineering Services (including Public Works Inspection) *(Lake Forest, CA)*	2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspection services manager of this on-call contract responsible for reviewing plans and specifications, conducting job walks and advising the project engineer. Takes preconstruction photos of potential areas of concern; ensures distribution of construction notifications; monitors traffic control compliance with approved traffic control plan or WATCH manual guidelines; and monitors contractor's procurement and implementation of underground service alert notifications and delineation; and monitors contractors' stormwater practices during grading and home building.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Signal Hill Dog Park *(Signal Hill, CA)*	2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for the $662,000 construction of a community dog park with artificial turf, landscaping, a parking lot, and sidewalks. Collaborated with consultant architect and City for onsite design changes for better drainage, accessibility, and design.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Carson Street Master Plan *(Carson, CA)*	2017	2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Interim construction manager for a $19-million overhaul of a 1.75-mile stretch of Carson Street. Upgrades included concrete monuments, resurfaced pavement, reconfigured turn lanes and new traffic signals. The project improved Carson Street's appearance with colorful drought-tolerant landscaping, wider paver-accented sidewalks, new pedestrian lighting, outdoor benches, and bike racks.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Lewis, PE, TE	**Construction Manager, Project Engineer**	37	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1992/PE/Civil/CA #C49335; 1992/TE/Traffic/CA #TR1637; 2001/PE/Traffic Operations Engineer/CA # 661

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Mark Lewis is a proven leader with 37 years of engineering experience. A former director of public works/city engineer for the City of Fountain Valley, He applies an innovative approach in strategic planning, operational efficiency, financial planning, and human resources management, as well as communication, funding procurement, asset management, CIP development and implementation, project management and intergovernmental relations to deliver cost-saving solutions. Notable accomplishments include chairing the OCTA Technical Advisory and Steering Committees four times. Participated in drafting language for OCTA Measure M2 and met with government/business leaders throughout its development and ultimate passage.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Project Management/Constructability Review *(Seal Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager responsible for providing constructability review and project management for a water and sewer line replacement project as well as an upgrade to a sewer lift station.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
City Engineering Support *(Laguna Hills, CA)*	ongoing	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager responsible for providing assistance with development and permit review, capital project management, staff augmentation, policies, and procedures updates, staffing services for City Traffic Commission, and other general city engineering support services.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Traffic Engineering Support *(Lake Forest, CA)*	ongoing	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager providing additional municipal engineering assistance with traffic operations, traffic engineering and transportation management for capital improvement projects. Responsibilities included developing traffic engineering policies, traffic commission agenda reports, reviewing development projects as they relate to traffic impacts, school traffic programs, daily traffic engineering questions/concerns.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Randall Avenue Street Improvements *(Rialto, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Program/project manager leading the design team in a three phased/three contract approach by: 1) evaluating Randall Avenue street improvements for traffic, ADA, and construction quality concerns by developing a strategic plan report; 2) directing the design effort to prepare plans for improvement, and coordinating with stakeholders; and 3) preparation of plans to widen the remaining section of roadway over a flood control channel to improve traffic flow and ADA access while eliminating a roadway hazard.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Utilities Management Support *(Huntington Beach, CA)*	ongoing	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager responsible for providing organizational analysis and recommendations, assisted with development of the capital improvements program (CIP) and coordinated with supervisors and superintendents relative to operational and capital issues.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Gafur Oyewo	**Construction Manager, Inspector**	12	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS/2020/Asset Integrity Management (Energy Institute Accredited); BEng/2011/Naval Architecture (ABET Accredited)	OSHA 10-Hour Construction & Safety; OSHA 30-Hour Construction & Safety

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Gafur Oyewo brings 12 years of project and construction management experience, with proficiency in large-scale public works project administrative/ management processes such as critical path management (CPM), payment/requisition processing, and safety management. He is knowledgeable in commercial and residential property rehabilitation and restoration. His experience spans projects involving a diverse range of installations, which include landscaping, roofing, asbestos abatement, masonry, steel structure erection, concrete, electrical, plumbing, and interior renovation.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Miscellaneous Water Vault Nos. 10, 25, 49, and 94 Rehabilitations** *(Anaheim, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for this project that involves the abandonment of vaults and associated pipes and appurtenances, as well as replacing electrical facilities and installing water line connections.

b.

(1) TITLE AND LOCATION *(City and State)*: **Torrance Transit Park and Ride Regional Terminal** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for a flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements.

c.

(1) TITLE AND LOCATION *(City and State)*: **Redondo Beach Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Alternate project inspector for the new $11.5-million LEED certified replacement to the existing Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices, as well as a kiss-and-ride parking lot and passenger drop-off area, and bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

d.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place Construction Management and Inspection** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project to provide grading and construction of the road and utility infrastructure supporting Ocean Place, which is a neighborhood of 30 luxury homes in an environmentally sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines.

e.

(1) TITLE AND LOCATION *(City and State)*: **Alamitos Beach Concession** *(Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for the construction of a two-story beach concession stand/restaurant and two auxiliary buildings.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Arash Rostamian, PE, QSP, CPII	**Construction Manager, Inspector**	17	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	2020/PE/Civil/CA # C91561; Public Infrastructure Inspector; Qualified SWPPP Practitioner (QSP) #28056; OSHA 30 Hours Construction; EM 385-1-1 USACE Safety and Health; Construction Quality Control Management for Contractors (U.S. Army Corps of Engineers)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Arash Rostamian brings 17 years of experience in construction, project management, drafting and design, estimating, inspection and quality control. He has extensive knowledge in heavy civil engineering projects, commercial and residential property, as well as steel, masonry, concrete and material construction. Arash has expertise in creating detailed reports, site supervision, quality control, managing budgets, and working closely with contractors, clients, and vendors. He is skilled in administration, inspection, and cost estimates for large and small projects; and he is proficient in Microsoft Office, Auto CAD, Primavera P6, MS Project, V360 and Sage 100 Contractor.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project *(Cypress, CA)*	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this $3.2-million seismic upgrade and complete modernization to the interior of the existing Police Department, a 20,000-SF building with a partial basement. Improvements included new electrical, HVAC, office space, conference rooms, restrooms/locker rooms, evidence room, an outdoor patio, as well as seismic retrofitting of the building. The project required substantial coordination with the Police Department to relocate police personnel to temporary trailers during construction.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Municipal Engineering Public Works Inspection Services *(Lake Forest, CA)*	2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Public works inspector responsible for citywide CIP construction projects. Work includes inspection for ADA ramps, street lighting installations, all encroachment permit projects, grading, storm drain, wet and dry utilities, curb and gutter projects, sidewalk projects and all restoration projects within an encroachment permit.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Redondo Beach Transit Center *(Redondo Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Alternate project inspector for the new $11.5-million LEED certified replacement to the existing Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices, as well as a kiss-and-ride parking lot and passenger drop-off area, and bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Parking Structure Lot 3 Repairs Project *(Manhattan Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for this project to extend the life of a parking structure. Elements included concrete repairs, sealants, traffic membrane, and waterproofing coating of the upper deck, striping new pavement, and accessibility related improvements to the parking stalls and path of travel as well as the installation of new parking meters.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Joe Stoakley, PE, QSD	**Construction Manager, Inspector**	18	12

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	2014/PE/CA #C83184; Qualified SWPPP Developer (QSD); OSHA 10-hr Construction Program

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

With expertise in quality assurance and sustainability, Joe Stoakley is a respected construction manager, inspector and resident engineer for major municipal road and water infrastructure projects. He leverages his strengths in resolving technical issues and facilitating coordination among stakeholders.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Redondo Beach Transit Center
(Redondo Beach, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project inspector for the new $11.5-million LEED certified replacement to the existing Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices, as well as a kiss-and-ride parking lot and passenger drop-off area, and bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

b.

(1) TITLE AND LOCATION *(City and State)*

Torrance Transit Park and Ride Regional Terminal
(Torrance, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for a flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements.

c.

(1) TITLE AND LOCATION *(City and State)*

Carson Street Master Plan Implementation
(Carson, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2017	2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager for this complex, high-profile $19-million street revitalization of a 1.75-mile section of Carson Street, the city's flagship street. Key improvements included wider sidewalks, public art, bicycle parking, pavement rehabilitation, new seating, landscaping, and streetlights. Facilitated resolution of key challenges such as utility conflicts and minimizing the impact of construction on motorists and businesses. Provided constructability reviews of the plans, specifications and phasing requirements and supported the bid process

d.

(1) TITLE AND LOCATION *(City and State)*

Belmont Plaza Pool Rebuild/Revitalization
(Long Beach, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Assistant project manager for construction of $103.1-million aquatics center, including demolition of the previous pool facility. The facility will host competitive swim, water polo, and platform diving events at the local, regional and national level.

e.

(1) TITLE AND LOCATION *(City and State)*

ADA Access Ramp Improvements Phase V
(Lake Forest, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2013	2013

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Construction manager and inspector for $300,000 project to build 77 ADA-compliant ramps on both sides of a busy street, Rockfield Boulevard. Project was partially funded with Community Development Block Grant funds.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Bradley Waldrop, PE	**Construction Manager, Constructability Review/Value Engineering**	33	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1999/PE/Civil/CA #C59724

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Bradley Waldrop has a 33-year long distinguished career of technical and operational excellence serving the civil engineering, construction management and public works industries.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Bridge and Structures Constructability On-Call Services
(Riverside County, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2009	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project manager and constructability reviewer responsible for performing constructability reviews for bridges and structures. This role participates with Riverside County from the initial stages of the design project to help the County realize significant savings and reduced construction risks. Our team used internally developed constructability review processes to efficiently identify the areas of highest risk and largest potentials for construction claims.

b.

(1) TITLE AND LOCATION *(City and State)*

Andulka Park Construction Design Changes
(Riverside, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2009	2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project manager, client manager, and project engineer managed the construction and performed construction inspection. During the construction phase, the original design was dramatically altered due to various field conditions and the desires of the City. The redesign of a double 36-inch storm drain system, grading, and associate retaining walls and hardscape were completed by Bradley's team. These changes required reuse of previously ordered construction materials and use of installation techniques capable with existing equipment.

c.

(1) TITLE AND LOCATION *(City and State)*

City of Santa Clara City Place
(Santa Clara, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm

Principal-in-charge served as owner's representative for the construction of a new multi-phased, mixed-use development of up to 9.16 million gross square feet of office buildings, retail and entertainment facilities, residential units, hotel rooms, surface and structured parking facilities, new open space and roads, landscaping and tree replacement, and new/upgraded/expanded infrastructure and utilities.

d.

(1) TITLE AND LOCATION *(City and State)*

Martinez Intermodal Facility
(Martinez, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project manager responsible for leading the construction portion of this project that included a 300+ parking lot north of the Martinez Amtrak Station with new access roads through parklands and across Alhambra Creek (150' bridge), and a new 110' pedestrian railroad overcrossing connecting the parking lot directly into the Amtrak Station.

e.

(1) TITLE AND LOCATION *(City and State)*

The Ranch Plan Planned Community Plan Check Services
(Orange County, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2012	2012

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project manager and structural plan reviewer for augmentation staff and the plan check team for the County of Orange, Planned Communities. These services included plan check work for all drainage, roadway, utility, and bridge improvement plans. The Ranch Plan Planned Community project site is in the southern portion of Orange County. This development is projected to have a total of 14,000 dwelling units along with approximately 17,000 acres of open space.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Brian Briones	**Inspector**	17	7

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
2011/Coastline Community College; 2012/Heavy Equipment Operator/ Licensed Commercial Class A Driver Certifications: 40-Hour OSHA Hazardous Waste Site Operations (29 CFR 1910.120); Eight-Hour OSHA Confined Space, Competent Person, Hazardous Waste Site Supervisor and Forklift Safety; OSHA Excavation Safety Training for Competent Persons; Troxler Labs Nuclear Gauge Safety Certification	Troxler Labs HAZMAT Certification, as required by U.S. DOT and IATA; Troxler Labs Compaction and Density Testing Certification; Certified to operate heavy equipment (Bobcat S-250 backhoe/front skid steer loader; Galion road grader; 570-LXT case skip loader with 4-by-4 Gannon)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Brian Briones has served as a public works inspector on domestic water, sewer, and recycled water line relocations, as well as pavement renewal and storm drain construction. Brian is a competent project liaison to stakeholders such as prime contractors, other project participants and public agencies.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Municipal Engineering Services Contract** *(Lake Forest, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: 2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Public works inspector monitoring grading for citywide capital improvement projects under Ardurra's $3.6-million as-needed engineering services contract with the City. Inspections addressed ADA ramps, streetlight installation, wet and dry utilities, curb, gutter and sidewalks.

b.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place Construction Management and Inspection** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this project to provide grading and construction of the road and utility infrastructure supporting Ocean Place, which is a neighborhood of 30 luxury homes in an environmentally sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines.

c.

(1) TITLE AND LOCATION *(City and State)*: **Carson Street Master Plan Implementation** *(Carson, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*: 2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector and labor compliance specialist for this $19-million revitalization project. Project included installation of a recycled water line, pavement rehabilitation and reconstruction sections, roadway striping, concrete hardscape improvements, new irrigation and landscaping, street light modifications and monument sign installations.

d.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Municipal Engineering Public Works Inspection Services** *(Burbank, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Public works inspector providing as-needed inspection services related to the Avion project and construction inspection services for various street projects including offsite development and public right-of-way excavation permits to supplement the existing City Public Works inspection team.

e.

(1) TITLE AND LOCATION *(City and State)*: **Sewer Main Rehabilitation Project, Phase 2** *(Manhattan Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(if applicable)*: 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this $1.3-million project to replace sewer mains at four street locations in the south "Sand" section of the city. Ardurra provided complete construction management services to assist in overseeing, inspecting and managing the work.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Keith Forbes, QSP	**Inspector**	33	8

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Columbia College; U.S. Army Corps of Engineers Training Certifications: Certified Erosion, Sediment and Storm Water Inspector (CESSWI), #4695; Qualified SWPPP Practitioner (QSP), #25929; NICET Railway/Subway Certification; Confined Space Entry; Working at Heights; GI Safety Induction (Coal Surface);	Resources and Infrastructure Industry Supervisor's Course; Communicate Information, #MNCG1009/#RIICOM301; Certificates II and III in Surface Extraction Operations, #RII20209/#RII30109; Certificate III/Mining Exploration; Four-Wheel Drive Vehicle, #RII30509

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Keith Forbes has more than 30 years of construction inspection experience. His specific project experience includes roadways, bridges, highways, light and heavy rail, concrete structures, liquid natural gas storage tanks, mining/tunneling, bulk earth works, LNG plants and field compression stations, coal preparation plants, petroleum refineries as well as engineer procure and construction management projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Torrance Transit Park and Ride Regional Terminal** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Senior public works inspector for a flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces, as well as offsite improvements for the installation of required utilities and road widening and related improvements.

b.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Inspection Services** *(Lake Forest, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(if applicable)*: 2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Public works inspector for construction of new homes in the Shea Baker Ranch master-planned community. Inspecting mass grading and final precise grading for new homes and construction of storm drains, area drains, curbs and gutters, sidewalks, ADA ramps, street lighting and wet and dry utilities. Inspects all projects requiring encroachment permits, and performed grading inspection for two restaurants and a U-Haul facility.

c.

(1) TITLE AND LOCATION *(City and State)*: **Cherry Avenue Widening** *(Signal Hill, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015; CONSTRUCTION *(if applicable)*: 2015

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for the first phase of project extending from 230 feet south of Pacific Coast Highway to the 19th Street intersection. Services for this federally funded project were provided in compliance with federal standards and requirements, as detailed in the Caltrans LAPM.

d.

(1) TITLE AND LOCATION *(City and State)*: **2017-22 Street Pavement Maintenance Rehabilitation** *(Corona, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022; CONSTRUCTION *(if applicable)*: 2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Interim construction inspection for localized removal and replacement of failing asphalt sections, grinding and overlay, crack sealing, application of ARAM, and slurry sealing approximately 68 lane miles of local and major street. There is also removal and replacement of PCC ADA ramps.

e.

(1) TITLE AND LOCATION *(City and State)*: **Oso Creek Multi-Use Trail** *(Laguna Niguel, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015; CONSTRUCTION *(if applicable)*: 2015

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Inspector for $3-million project to construct multi-use trail. The project involved building contiguous bicycle and pedestrian/equestrian trails, stormwater control and treatment best management practices, landscaping, lighting and street improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Eric Nunez	**Inspector**	32	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
AA/1980/Liberal Arts; Construction Coursework, Fullerton College; 2020/ Water Distribution & Treatment Coursework, Santiago College	ICC Certified Combination Building Inspector; ICBO – Commercial Building Certified, Mechanical, Plumbing, Electrical, Building ADA, Fire Resistance, Occupancy, Green Code, Energy Code; D3 Water Distribution, State of CA

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Eric Nunez, brings significant experience, specialized training, and a record of accomplishments as a construction inspector, building inspector, water inspector, and project manager. He has successfully inspected and overseen all stages of large projects including new construction, remodels, water/ sewer projects, and road remodels/construction.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Torrance Transit Park and Ride Regional Terminal *(Torrance, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for a flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Municipal Engineering Public Works Inspection Services *(Lake Forest, CA)*	2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Public works inspector responsible for citywide CIP construction projects. Work includes inspection for ADA ramps, street lighting installations, all encroachment permit projects, grading, storm drain, wet and dry utilities, curb and gutter projects, sidewalk projects and all restoration projects within an encroachment permit.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Public Works Inspection Services *(Duarte, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector ensuring the compliance of plans, specifications, local, state, and federal laws, regulations, and ordinances for projects such as street improvements, curbs, gutters, sidewalks, streetlights, traffic signals, pavement striping, as well as sewer, water, and storm drain improvements.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Parking Structure Lot 4 Repairs Project *(Manhattan Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector. Elements included concrete repairs, sealants, and waterproofing coating of the upper deck, striping new pavement, and accessibility related improvements to the parking stalls and path of travel. Also included relocation of existing 8-inch VCP public sewer main as well as construction of 385 LF of high-strength VCP sewer, 94 LF of PVC SDR-35 sewer main, one sewer lateral, and 6 sewer manholes.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Sepulveda Boulevard Sewer Relocation *(Hermosa Beach, CA)*	2020	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Inspector for this project that involved the relocation of existing 8-inch VCP public sewer main in conflict with future private improvements. Construction of 385 LF of High Strength VCP sewer, 94 LF of PVC SDR-35 sewer main, one sewer lateral and 6 sewer manholes.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chip Vanderbeek, QSP	**Inspector**	44	4

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Geology/Civil Engineering Studies; HAZWOPER 40 Hour; HAZWOPER 24 Hour Certified Supervisor; Campbell Nuclear Gauge	Qualified SWPPP Practitioner (QSP) #27109 Certified Inspector of Sediment and Erosion Control (CISEC) #2688

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Chip Vanderbeek has overseen grading operations and been responsible for QC of several multi-million cubic-yard hillside and flat land grading projects. Chip's inspection background includes inspection and testing of reclaimed and potable water systems, sewer, storm drain water, subgrade, base course, asphalt and concrete inspection, shoring and deep caisson inspection, and earth retention wall systems. Chip has performed preliminary geotechnical investigations, report preparation, asphalt and concrete inspection, foundation inspection, soils and materials laboratory work.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Torrance Transit Park and Ride Regional Terminal** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED 2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements.

b.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Inspection Services** *(Lake Forest, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for construction of capital improvements citywide. Performs wide range of inspections involving construction of new homes in the Shea Baker Ranch master-planned community. Inspecting mass grading and final precise grading for new homes in Baker Ranch neighborhoods. Inspections address variety of elements such as construction of storm drains, area drains, curbs and gutters, sidewalks, ADA ramps, street lighting and wet and dry utilities. Inspects all projects requiring encroachment permits.

c.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place Park Residential Development** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspection services for paving during construction of the Ocean Place park residential development. Ocean Place is a very important park and development for the City. Construction involved site preparation, grading, slope and erosion control, sanitary sewers, domestic water, onsite and offsite street improvements, onsite and offsite storm drain and water quality BMPs.

d.

(1) TITLE AND LOCATION *(City and State)*: **Ocean Place (Tract 17425) CM and Inspection** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector responsible for finishing of grading and drainage of a park, all offsite and onsite utility and street work, recertifying of pads used for laydown, final check of grading and area drains after the homes are built per plan.

e.

(1) TITLE AND LOCATION *(City and State)*: **Shea Homes at Glenwood** *(Aliso Viejo, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011; CONSTRUCTION *(if applicable)*: 2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Provided inspection services for the construction of 6.4 acres of public parks that included two tot lots, several trails and fitness stations.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Victoria Booker	**Labor Compliance Officer**	16	<1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Temecula, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MBA/Business Administration; Certificate of Completion Public Works Intermediate DIR & DOL Requirements Program 2020	Certificate of Completion Fundamentals of Project Labor Agreements 2021; Certified in Project Management, 2012

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Victoria Booker has 16 years of experience in providing labor compliance office and field oversight and related documentation support for state (DIR) and (DOL) federal (Davis-Bacon) projects. She provides labor compliance support to determine contractor compliance with the State of California, federal, and Project Labor Agreement (PLA) laws and regulations according to contract. Victoria has a deep understanding that the PLA is intended to ensure labor harmony on project jobsites and provide a uniform labor relations framework for both labor and management during the construction program. Among the goals and objectives of the PLA are to prevent work stoppages or slowdowns due to labor disputes.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Los Angeles Community College District Labor Compliance *(Los Angeles County, CA)*	2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Labor compliance analyst for 9 community college locations involving PLA with the local building and construction unions. Provided all project reports to the DIR. Established a Community Economic Development Program to ensure that a sufficient supply of qualified District residents and graduates are hired for project work, including assisting residents and graduates commence in union apprenticeship programs. Implemented an efficient dispute resolution process and grievance procedure to resolve labor disputes when matters arise. Encouraged contracting with small businesses to reflect the diversity of Los Angeles.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Grand Avenue Project *(Los Angeles, CA)*	2021	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Labor compliance administrator for the Grand Avenue Project, which is a $1-billion urban destination center currently under construction in downtown Los Angeles. Grand Avenue is a private project with a prevailing wage requirement reporting to the City of Los Angeles Bureau of Contract Administration (BCA). Partnership with Playa Vista Job Opportunities & Business Services (PVJOBS), a non-profit organization, assisting formerly at-risk and/or incarcerated individuals re-entering the workforce through a three-phase training program. Provided tracking of MBE, WBE, SBE, EBE, DVBE.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
LAX United Airlines and SFO Airport Terminal *(Los Angeles, CA)*	LAX: 2021; SFO: 2019	LAX: 2022; SFO: 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Labor compliance specialist for $352-million project for LAX United Airlines and a $2.4-billion airport terminal project for SFO Airport. The LAX hangar facility has enough room for two double-aisle aircraft. It replaces and consolidates two aircraft maintenance centers, and includes a parts warehouse, an engine buildup shop and a ground service equipment maintenance shop. The SFO terminal rebuild offers 25 gates.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Beeline Maintenance Facility Project *(Glendale, CA)*	2019	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Labor compliance supervisor/accounting manager for this $14-million Beeline Maintenance Facility Project with Dorado Design & Construction, Inc., providing the final design and construction. The 25,000 SF project allows the City of Glendale to have its first-ever co-located administrative, maintenance and operations facility to better support its current fleet of 37 buses and 9 demand response vehicles. This project was both federally funded (Federal Transit Administration) and locally funded (City Local Return Transportation funds) and subject to defined federal implementation and reporting requirements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dustin Blackwell	**Project/Documents Control**	11	6

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Aerospace Engineering	2015/Systems Integration Engineering/California State Polytechnic University, San Luis Obispo, CA

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Redondo Beach Transit Center *(Redondo Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Assistant construction manager/project controls officer for the new $11.5M Transit Center, which will consist of a 2,900-SF building housing an operator lounge, private restrooms, public restrooms, and offices. Improvements include a kiss-and-ride parking lot and passenger drop-off area, as well as bus bays. Traffic signals, striping and construction of an upper-level parking lot will also be included. Phase two improvements will involve road widening including an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Alamitos Beach Concession *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Assistant construction manager/project controls officer for the construction of a two-story beach concession stand/restaurant and two auxiliary buildings. Ardurra provides documents control services to streamline the workload and lessen the budget needed to complete the project.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Public Works Construction Management and Inspection Services *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project controls/documents control for as-needed CM, public works inspection and deputy inspection for capital improvements. Projects have included R-7053 and 7056 3rd Street and Broadway Cycle Track; 15th Street Bike Blvd.; and Belmont Beach Aquatic Center; Daisy-Myrtle Bike Blvd.; LBWD Water Alley/Liberty Court; 6th Street Bike Blvd.; Drake Soccer Field; Rainbow Harbor Sewer EVAC; and Beach Maintenance Clarifier.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Fountain Valley Recreation Center Exterior Improvements *(Fountain Valley, CA)*	2018	2018

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Documents control specialist for a $600,000 project to renovate the exterior of the City's recreation center, showing acute signs of wear after 40 years. Managed construction documents such as change order requests, a subcontractor substitution, daily inspection reports and the NOC.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Atlantic Avenue Water Main Replacement Project, Long Beach Water Department *(Long Beach, CA)*	2017	2017

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Construction support specialist providing documents control for major upgrade of existing water system. This project is the second phase of a City program to replace outdated water infrastructure in the city's Liberty Court area. Ardurra managed installation of approximately 1,200 feet of 8-inch-diameter ductile iron water main under Atlantic Avenue between Eighth and 10th Streets.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Adam Banihamed	**Project/Documents Control**	3	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/California State University, Northridge	

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Adam Banihamed is a documents control and project controls specialist with a passion for the structural aspect of civil engineering. Adam produces, processes, and archives construction documents related to cost estimates, project progress, payroll management, change orders, RFIs and submittals.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Alamitos Beach Concession Building
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls officer for the construction of a 2-story beach concession stand/restaurant and two auxiliary buildings. Ardurra provided documents control services to streamline the workload and lessen the budget needed to complete the project.

b.

(1) TITLE AND LOCATION *(City and State)*

Belmont Plaza Pool Rebuild/Revitalization Project
(Long Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assists with project controls for the $103.1M aquatics center replacing the now-demolished Belmont Olympic Pool. The new facility will host swimming, water polo and platform diving events at the local, regional and national levels.

c.

(1) TITLE AND LOCATION *(City and State)*

Redondo Beach Transit Center
(Redondo Beach, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls officer for CM and inspection of the new $11.5M Redondo Beach Transit Center. When completed, the new Transit Center will consist of a 2,900 SF building housing an operator lounge, private restrooms, public restrooms, and offices. Improvements also include a kiss-and-ride parking lot and passenger drop-off area, as well as bus bays. In addition, traffic signals, striping and construction of an upper-level parking lot will be included. Phase two improvements will include roadway widening and will include an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping on the easterly side of the newly widened street adjacent to the Galleria Shopping Center.

d.

(1) TITLE AND LOCATION *(City and State)*

Torrance Transit Park and Ride Regional Terminal
(Torrance, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assists with project controls for this $21M flagship terminal for the City's 11-route agency, Torrance Transit, and other public transportation providers. This LEED v2009 Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas, and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard, and construction of an extension of 208th Street as well as related improvements.

e.

(1) TITLE AND LOCATION *(City and State)*

Capital Improvement Projects
(Anaheim, CA)

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls officer assisting the City of Anaheim's Public Works staff to expedite completion of more than $57 million in projects. Projects have included Olive Street 16-inch Water Main Replacement/Roadway Restoration; Rehabilitation of Pressure Regulating Stations (PRS) 30, 31 and Relocation of PRS 32 and 43, and construction of new PRS-73; and Underground Conversion Plan Projects.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dee Yeh	**Project/Documents Control**	10	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Facility Planning and Management	

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Dee Yeh has 10 years of experience providing project support in both publicly and privately funded construction and design projects. Dee produces, processes, and archives construction documents related to cost estimates, project progress, payroll management, change orders, RFIs and submittals.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Cypress Police Department Modernization Project
(Cypress, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Assistant construction manager/project controls specialist so the seismic upgrade and renovation improvements to the existing Police Department's 20,000-SF, single-story building with a partial basement including a roof-stiffening system for seismic strengthening, relocating interior walls and making lighting upgrades, ADA improvements and architectural enhancements.

b.

(1) TITLE AND LOCATION *(City and State)*

Signal Hill View Park Improvement Project
(Signal Hill, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Project controls/documents control specialist for this park construction using grant funds under a negotiated contract with the Conservation Corps of Long Beach (CCLB). Park construction includes rough grading, drainage, retaining walls, pedestrian trails, landscaping and irrigation, site furnishings, and lighting.

c.

(1) TITLE AND LOCATION *(City and State)*

Olive Street 16-inch Water Main Replacement Project
(Anaheim, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Project controls/documents control specialist for this project involving improvement of water system reliability by replacing old 10- and 6-inch cast iron pipe with new 16-inch ductile iron pipe. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.

d.

(1) TITLE AND LOCATION *(City and State)*

Torrance Transit Regional Park-and-Ride Terminal
(Torrance, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Project controls/documents control specialist for the construction of a flagship facility for City's bus service, Torrance Transit and other regional bus carriers. Improvements include 17,800 SF of space and multiple bus bays, building access, circulation roads, street widening, relocating underground utilities, sidewalks, curb and gutter, signs, landscaping and new or upgraded traffic signals.

e.

(1) TITLE AND LOCATION *(City and State)*

Belmont Plaza Pool Rebuild/Revitalization Project
(Long Beach, CA)

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

X Check if project performed with current firm

Project controls/documents control for this $103.1-million project to construct a world-class aquatics facility replacing the now-demolished Belmont Olympic Pool. The new facility will host swimming, water polo and platform diving events at the local, regional and national levels. Helped prepare an application to the California Coastal Commission for a Coastal Development Permit. Ardurra is spearheading value engineering analyses and a subsequent entitlement and community outreach project to adjust the project to available funding sources.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Anissa Voyiatzes, PE, QSD, ENV SP	**Project Engineer**	28	3

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1997/PE/Civil/CA #57710; Envision Sustainability Professional/Institute for Sustainable Infrastructure Qualified SWPPP Developer/California Stormwater Quality Association

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Anissa Voyiatzes has 28 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, complete streets and streetscape projects, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. Anissa specializes in public works engineering projects that incorporate sustainable design practices.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue) *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Quality control manager for the design of the roadway and for a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximate 1.9-mile stretch of the corridor. The project consists of complete street improvements including Class II/IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/ reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/ resurfacing roadway pavement, pedestrian lighting, traffic signal installation/upgrades, flashing beacons, landscaping and street trees, removing/relocating obstructions and utilities, and miscellaneous sustainable design features for improved mobility and safety.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Long Beach Pedestrian Accessibility Improvements Design *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Senior project manager responsible for evaluation and design of curb ramps to support the Citywide Curb Ramp program. Managed the development of the City's Self Evaluation/Transition plans and is continuing that work with the citywide implementation for the placement and upgrade of all curb ramps at 22,000 locations, as well as ramp evaluation for ADA compliance, schematic and final design, and cost estimating.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Plaza del Amo at Western Mobility Enhancement, T-177 *(Torrance, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Senior project manager for the preparation of construction documents for the roadway widening of Plaza del Amo from 223rd Street to Western Avenue to improve circulation and safety. Improvements include widening of the roadway on the north side, addressing roadway and stormwater deficiencies, restriping, curb and sidewalk and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for modifications and improvements at Western.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and PS&E Phase III *(La Cañada Flintridge, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Engineering services group leader for the design of three separate soundwalls along the I-210 freeway. The project has included soundwall design along a hillside slope, several edges of travel ways, and over bridges. As part of this design, the project has involved significant coordination with the City of La Cañada Flintridge, Caltrans, and the design team.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Lisette Bice, PE, QSD, ENV SP	**Project Engineer**	18	3

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	2014/PE/Civil/CA #83157; Qualified SWPPP Developer (QSD); Qualified SWPPP Practitioner (QSP) #83157

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Lisette Bice is a dedicated civil engineer highly skilled in all phases of public works engineering projects. Her expertise includes planning and design of streets, right-of-way engineering, pedestrian paths (trails) and cyclist safety improvements, grading, sewer, water, and storm drains, identifying seismic and geometric deficiencies, preparing erosion control plans, SWPPP and permitting.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Pedestrian Accessibility Improvements Design *(Long Beach, CA)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager providing an evaluation and design of curb ramps to support the Citywide Curb Ramp program. Ardurra staff managed the development of the City's Self Evaluation/Transition plans and is continuing that work with the citywide implementation for the placement and upgrade of all curb ramps at approximate 22,000 locations. The project includes ramp evaluation for ADA compliance, schematic and final design, and cost estimating. To date our team has designed 185 ramps.

b.

(1) TITLE AND LOCATION *(City and State)*

Delta Bike Boulevard Project *(Long Beach, CA)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2019	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

As part of our on-call contract, this $3 million project includes Class II and Class III bike lanes and shared lane markings, traffic circles, a roundabout, pavement repairs, a new traffic signal, and wayfinding signage from Harbor Avenue from 10th Street to 20th Street, and Delta Avenue from 20th Street to Wardlow Road (approximate 3-mile corridor). The project is funded through ATP grant and local match. Managed the project and grant funding in collaboration with City staff and design consultant.

c.

(1) TITLE AND LOCATION *(City and State)*

Plaza del Amo at Western Mobility Enhancement, T-177 *(Torrance, CA)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project engineer for the preparation of construction documents for the roadway widening of Plaza del Amo from 223rd Street to Western Avenue to improve circulation and safety. Improvements also include widening of the roadway on the north side, addressing roadway and stormwater deficiencies, restriping, curb and sidewalk and ADA compliant ramp upgrades. Processed Caltrans Encroachment Permit for modifications and improvements at Western.

d.

(1) TITLE AND LOCATION *(City and State)*

Market Street Complete Streets, (LA River to Cherry Avenue) FTIP #LAF7615 *(Long Beach, CA)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager providing engineering and design services for a Complete Street Project on Market Street between the LA River and the eastern city limit just east of Cherry Avenue, an approximate 1.9-mile stretch of the corridor. The project consists of complete street improvements including the removal of a drive lane to accommodate Class II bike lanes, intersection bulbouts, wayfinding signage, sidewalk widening, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, sidewalk and driveway repair, reconstructing/resurfacing roadway pavement, pedestrian lighting, signal modifications, landscaping and street trees, and storm drain improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jose Hernandez, PE, QSD/P	**Project Engineer, CADD Lead**	24	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MBA/California State University of Long Beach; BS/Civil Engineering	2005/PE/Civil/CA #68384; California Certified QSD/QSP: No. 024024

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Jose Hernandez began his successful career as an intern for Caltrans District 12 while completing his undergraduate degree at CSU Pomona. Jose has experience overseeing projects of varying size and complexity through design, permitting and construction. Jose's accomplished projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Civil Engineering – Street Design/Rehabilitation Projects *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Ardurra staff has prepared PS&E for more than $16 million in improvements since 2009. Projects have encompassed roadway, storm drain, parking lot improvements, traffic, lighting, and landscape improvements, design of more than 250 ADA-compliant curb and ramps and focused on many of the major roadways within the city. Ardurra staff has consistently provided the City with well-designed projects facilitating smooth construction. Projects include Market Street Ped Improvements, (LA River to Cherry Ave.); Atlantic Ave. Pedestrian Enhancements; Atlantic Ave./ Claiborne Drive Bulbout; Atherton Street and Magnolia Ave. Street Rehabilitation; and Alamitos Ave. Rehabilitation Improvements.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Lincoln Avenue Improvements *(Anaheim, CA)*	2017	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager for design services for this project to widen Lincoln Avenue from a 4- to 6-lane divided street. The scope included clearing and grubbing, excavation, placement of new AC pavement, construction of concrete curb and gutter, driveways, access ramps, sidewalks, bus pads, drainage system improvements, relocation of existing facilities, installation of a traffic signal, traffic signal modifications, signing, striping, landscaping, and a WQMP. Successes included streamlining traffic flow, increased drainage capacity and an overall enhanced street appearance.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Jasmine Storm Drain Low-Flow Diversion Design, Capital Program Management *(Laguna Beach, CA)*	2022	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager overseeing the design of a low-flow system design for the Jasmine Street Storm Drain project, which includes diverting urban flows toward a trash collection system and a sewer diversion device.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
As-Needed Engineering Design for Various CIP Projects *(Brea, CA)*	2021	2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project manager responsible for providing as-needed design and civil engineering services for the City's capital improvement projects that include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Randall Avenue Roadway Improvements *(Rialto, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Design manager for this project that involved developing ADA improvements along a stretch of roadway almost a mile long, as well as sidewalks including ADA ramps, striping improvements, and traffic signal improvements.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Joe Buckner, PE, PLS, QSD	**Project Engineer, Survey**	36	9

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1989/PE/CA #45531; 1995/PLS/CA #7206; Qualified SWPPP Developer and Practitioner (QSD) #22494

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Joe Buckner has more than 35 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Lincoln Avenue Widening Design** *(Anaheim, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*: 2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer provided ROW and engineering design services for this project that will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project included the design of median, street, traffic, storm drain, landscape and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions and a Water Quality Management Plan. Responsible for the preparation of permanent dedications for street right-of-way and also for temporary construction easements.

b.

(1) TITLE AND LOCATION *(City and State)*: **Lake Forest On-Call Map Checking** *(Lake Forest, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: 2021

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

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

c.

(1) TITLE AND LOCATION *(City and State)*: **Westminster Avenue Storm Drain** *(Seal Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(if applicable)*: 2016

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project engineer for the preparation of calculations and a report to determine the adequate size to convert an existing trapezoidal open channel drainage facility to a closed conduit storm drain system. The project included hydrologic and hydraulic analyses, extensive field work, evaluating various alternatives, cost estimates and recommendations.

d.

(1) TITLE AND LOCATION *(City and State)*: **La Habra Boulevard Improvements (Beach Boulevard to Idaho Street)** *(La Habra, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Under our on-call contract, prepared PS&E for this roadway rehabilitation project to remove and replace (R&R) damaged sections of asphalt concrete pavement; base paving with an ARHM cap. Additionally, Ardurra field walked the segment to identify PCC R&R's for curb, gutter, sidewalk ADA ramps, and driveways. Signing and striping plans were prepared, bike lanes were added for both east and westbound directions. Ardurra coordinated with and obtained an encroachment permit through Caltrans for replacement of loops at Beach Boulevard.

e.

(1) TITLE AND LOCATION *(City and State)*: **On-Call Civil Engineering** *(Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing — CONSTRUCTION *(if applicable)*: ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project manager for the preparation of PS&E for more than $15-million in improvements. Storm drain projects included in this on-call contract are located on Seaside Way, Lew Davis Street and 6th Street.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Miguel Hurtado, PE	**Project Engineer**	13	7

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MA/Public Administration; BS/Civil Engineering	2017/PE/Civil/CA #88091

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Miguel Hurtado is a design engineer with significant civil engineering experience. Miguel has been involved with pedestrian and streetscape enhancements, roadway widening, raised medians, and restriping, as well as PS&E preparation for the rehabilitation and reconstruction of streets, including pavement recycling experience using FDR and CIR. He is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS and has an in-depth knowledge of Southern California plan and specification criteria and standards.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Lincoln Avenue Widening *(Anaheim, CA)*	2017	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

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

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Civil Engineering *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Design engineer for the preparation of PS&E for projects that have encompassed roadway, storm drain, parking lot, traffic, ADA, lighting, and landscape improvements and focused on many of the major roadways within the city. Specific projects include Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Atherton Avenue Rehabilitation, 10th Street Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation, Spring Street, Redondo Ave, and Magnolia Street.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Jasmine Street Storm Drain *(Laguna Beach, CA)*	2022	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Design engineer for the preparation of PS&E for the conceptual and final design for the Jasmine Street storm drain improvements in the City of Laguna Beach. The recommended alignment allows for intercepting the upstream-most culvert that outlets onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts, which outlet directly to the beach. The project included a hydrologic and hydraulic analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions and an Encroachment Permit was required from Caltrans.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Engineering Services *(Downey, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Design engineer for preparing PS&E for more than $20 million in improvements under this on-call contract. Projects include roadway, storm drain, parking lot, traffic, lighting, landscape, and private property improvements. Others involve additional lanes, median and parkway improvements, decorative lighting and street furniture, and enhanced colored-concrete intersections and parkway paving. Projects to date include Firestone Avenue Rehabilitation, Brookshire Avenue Pavement Rehabilitation, Bellflower Boulevard at Imperial Highway Intersection Improvement, La Habra Boulevard Improvements (Beach Boulevard to Idaho Street), and Annual Arterial Street Rehabilitation FY2019-2020.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Andrea Mosqueda, PE	**Project Engineer**	5	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(Newport Beach, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil-Environmental Engineering	2021/PE/Civil/CA #99376

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Andrea Mosqueda has 5 years of experience in civil engineering. Andrea has solid experience participating in design and water resources projects. With a tenacity to learn and apply acquired skills, Andrea seeks to grow into a well-rounded civil engineer and contribute to the betterment of infrastructure in the communities she serves. Andrea is bilingual in English and Spanish and possesses skills in concept development, hydrology, hydraulics, watershed modeling, water quality monitoring, public speaking, and volunteer management. She is proficient in multiple engineering software programs including ArcGIS, AutoCAD Civil 3D, HEC-RAS, WMS, and XPSWMM.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
The Cove - Phase VI, Century Housing *(Long Beach, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Senior designer for the preparation of demolition, grading, horizontal control, utility, and roadway plans. Project will replace six single-story buildings with a new five-level building for veterans. Project involved new sewer lines, upgraded storm drain facilities, rerouted gas, and water lines as well as a new street geometry.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Jasmine Storm Drain Low-Flow Diversion Design *(Laguna Beach, CA)*	2022	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project designer involved in the design of a low-flow system design for the Jasmine Street Storm Drain project. The project design includes diverting urban flows toward a trash collection system and a sewer diversion device.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Plaza del Amo at Western Mobility Enhancement, T-177 *(Torrance, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project designer for the street improvements for Plaza del Amo in the city of Torrance. The project consists of widening the existing roadway, which involved pavement design, the relocation of an existing drainage inlet, and development of a drainage study. Andrea played a major design role in this project.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and PS&E Phase III *(La Cañada Flintridge, CA)*	ongoing	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Design engineer for the design of three separate soundwalls along the I-210 freeway. The project has included soundwall design along a hillside slope, several edge of travel ways, and over bridges. As part of this design, the project has involved significant coordination with the City of La Cañada Flintridge, Caltrans, and the design team. Andrea has played an integral role in this project.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Fong Tse, PE	**Project Engineer**	37	2

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

ARDURRA *(El Segundo, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	1997/PE/Civil/CA #56980

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Fong Tse is a California registered professional civil engineer with more than 35 years of municipal civil engineering experience. Fong's experience includes design and construction of roads, slopes, harbor infrastructures, parks, community centers and essential facilities. Fong served as a development engineer and was responsible for plan checking small and large private commercial developments and residential tracts.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Plan Check and Development Coordination Services** *(Brea, Lake Forest, and Long Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing; CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Currently performing professional plan check and development coordination services for the Cities of Brea, Lake Forest, and Long Beach. Scope includes the review of grading, storm drain, street, utilities, site development plans, hydrology and hydraulic analyses, mapping, and water quality.

b.

(1) TITLE AND LOCATION *(City and State)*: **Various Engineering Services** *(Garden Grove, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(if applicable)*: 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Senior project engineer serving as a resource for the design team on various projects. Responsibilities included preparing and reviewing project PS&Es, conducting field reviews, and processing RFIs and submittals. CIP projects included Orange Unified School District Various High School Fields Rehabilitation, City of La Mirada Imperial Highway Rehabilitation, City of La Mirada Alondra Boulevard Rehabilitation, City of La Mirada Neighborhood Street Rehabilitation – Phase 6, City of La Habra Brio Park Water Play Construction, City of La Habra Osete Park Water Play Construction, and City of South Gate Park Restroom Replacement.

c.

(1) TITLE AND LOCATION *(City and State)*: **Various Engineering Services** *(Newport Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(if applicable)*: 2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Served in various increasingly responsible positions within the CIP and Development Sections of the City of Newport Beach. Responsible for assigned staff and budget. Prepared and reviewed RFQs, RFPs, proposals, consultant selection, bids, contracts, PS&Es, grant and permit applications, City Council and City Manager Reports and budget requests. Served as project manager for assigned projects from concept to City acceptance. Conducted employee performance evaluations. CIP projects included Newport Beach Civic Center and Park; New Big Canyon Reservoir Storage Facility; San Miguel Park Restrooms Building Replacement; Park Avenue Bridge Replacement over Grand Canal and Balboa Cove/Marine Avenue Bridge ADA Access Path; San Joaquin Hills Road Reconstruction (AHRP); Jamboree Road Reconstruction (AHRP); and Newport Boulevard Rehabilitation

d.

(1) TITLE AND LOCATION *(City and State)*: **Plan Check Services** *(Newport Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Reviewed, plan checked, and conditioned all developments for the City of Newport Beach, including tentative and final parcel maps and tract maps, conditional use permits, variances, approval in concept. Facilities included Hoag Hospital Cogeneration, Fletcher Jones Mercedes Motorcars, Newport Lexus, Sterling BMW, Newport Land Rover, Holiday Inn, Connexant, Marriott (Newport Coast) Timeshares, Fashion Island Properties, and Pelican Hill Resorts per the Subdivision Map Act, City standards and requirements, City municipal code and City Council policies. Plan checked approximately 1,600 residential and commercial construction projects each year. Negotiated/approved encroachment permits and agreements for County Recording. Developed development fee schedule.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ronald Hanson, CEG, PG	**Material Testing**	37	10

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Geology; Graduate Courses in Geology	California Certified Engineering Geologist #1841; California Professional Geologist #5143

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Ronald Hanson is a California Professional Geologist with over 37 years of experience performing geological/geotechnical investigations, geologic/soils inspections and preparing geological reports. He has supervised and worked on numerous grading operations and was the lead geologic inspector of the CC Ranch project in Castaic, a large project that consisted of 4M yards of soil being moved. He has worked as the Public Works Inspector of Record.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Senior inspector for this project that involved the construction of a new transit building, bus bays, retaining walls, parking lot and associated appurtenances. During construction GAI performed field monitoring, testing and inspection for the grading work, laboratory tests on soils, base asphalt and concrete, and preparing and submitting daily inspection reports.

b.

(1) TITLE AND LOCATION *(City and State)*: **Eisenhower Memorial Park Improvement Project** *(Arcadia, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal engineering geologist for this project that involved construction of two restroom/concession facilities, baseball fields, parking area, dog park, scoreboard, new bleachers, shade shelters, and a pedestrian bridge. GAI performed a geotechnical plan review, geotechnical engineering evaluation/investigation, and during construction geotechnical materials inspection and testing for the park renovations.

c.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Investigation, Field Observation and Testing for Avenida Entrada, et al., Street Improvements** *(San Dimas, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal engineering geologist for this project that involved rehabilitation of residential street improvements, including FDRR of the entire asphalt concrete and base layer, reworking of the subgrade soils, and placing back well-compacted layers of base and asphalt concrete.

d.

(1) TITLE AND LOCATION *(City and State)*: **Pavement Engineering, Field Inspection and Testing for Washington Blvd. Rehabilitation** *(Commerce, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Field supervisor/principal engineering geologist for this project that involved the rehabilitation, reconstruction, and widening covering a 2.7-mile-segment of Washington Boulevard, widening of the boulevard from two lanes to three lanes in each direction.

e.

(1) TITLE AND LOCATION *(City and State)*: **Slope Failure Cause Investigation and Slope Stability Evaluation at Ganesha Park** *(Pomona, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Field supervisor/principal engineering geologist for this project that involved slope failure on the ascending slope above Paige Drive in Ganesha Park. GAI performed site observation and investigation; prepared a report that discussed the observed failures and causes; and provided temporary mitigative measures for stabilizing the slope. Due to urgency of the task and satiability concerns, GAI completed the investigative tasks and entire scope of work in less than a week.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dominique McGee	**Material Testing**	3	<1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
High School Diploma	ACI Concrete Field Testing Technician-Grade I (#1404510); APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Dominique McGee has performed as inspector of soil, concrete, and asphalt on several public works projects in Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Geotechnical and Materials Testing and Inspection for Cypress Police Department Modernization *(Cypress, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Inspector for this project that involved the modernization of the existing police department building, which includes new utilities, a new patio and seismic retrofitting.

b.

(1) TITLE AND LOCATION *(City and State)*

Geotechnical Services for Torrance Transit Park & Ride Regional Terminal, Phase I-Rough Grading *(Torrance, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Inspector for this project that involved a proposed one-story and a two-story building, bus platform, canopies and pavement of the designated areas. Provided geotechnical services, grading observation and soils testing for different components of the project. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations.

c.

(1) TITLE AND LOCATION *(City and State)*

3rd Avenue, Starhill Lane, Don Julian Road, and Basetdale Avenue Waterline Improvements *(Industry, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Inspector for this project that involved construction of new water lines along 3rd Avenue, Starhill Lane, Don Julian Road and Basetdale Avenue, which included removing the existing pavement, trenching and backfilling and replacing with new pavement. Provided field monitoring, testing and inspection for the utility trench work, and prepared and submitted daily inspection reports.

d.

(1) TITLE AND LOCATION *(City and State)*

Materials Testing and Inspection for San Manuel Band of Mission Indians for San Manuel 66-kV Substation *(Highland, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Inspector for this project that involved the construction of a new substation, which included placement of new electrical lines and trenches, perimeter wall, utilities and pavement replacement.

e.

(1) TITLE AND LOCATION *(City and State)*

Soils/Materials Testing and Inspection for Modernization of Leuzinger High School Athletic Fields/Facilities *(Lawndale, CA)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2021	N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

[X] Check if project performed with current firm

Inspector/technician for this project that involved the renovation/reconstruction/modernization of the athletic fields and facilities at Leuzinger High School. GAI's work included field inspection and testing for soils, concrete and masonry; welding, NDT testing and field-pull testing and observation; laboratory testing on soils, concrete, and masonry; providing daily reports on field observations and testing; and providing DSA 291 and 293 reports.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ivan Canales	**Material Testing**	1	1

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

Geo-Advantec *(San Dimas, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BA/Sociology (Minor in Education)	ICC: SI Soils Codes Module; Special Inspector General Requirements (#9801915); APNGA Portable Nuclear Gauge Safety Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Ivan Canales has performed as inspector of soil, concrete, and asphalt on public works projects in Southern California.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Services for Torrance Transit Park & Ride Regional Terminal, Phase I-Rough Grading** *(Torrance, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this project that involved a proposed one-story and a two-story building, bus platform, canopies and pavement of the designated areas. Provided geotechnical services, grading observation and soils testing. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations.

b.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center** *(Redondo Beach, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this project that involved construction of a new transit building, bus bays, retaining walls, parking lot and associated appurtenances. During construction, GAI provided field monitoring, testing and inspection for the grading work, laboratory tests on soils, base asphalt and concrete; and preparing and submitting daily inspection reports.

c.

(1) TITLE AND LOCATION *(City and State)*: **Materials Testing and Inspection Services for the Reconstruction and Overlay of Covina Boulevard** *(San Dimas, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this project that involved the reconstruction and overlay of Covina Boulevard from the 57 freeway on-ramp to Arrow Highway, as well as the removal and replacement of existing curb and gutter, curb ramps, and sidewalk reconstruction. Provided field monitoring, testing and inspection for the street pavement work, and prepared and submitted daily inspection reports.

d.

(1) TITLE AND LOCATION *(City and State)*: **Geotechnical Monitoring and Materials Testing Services for Descanso Drive Street Improvements** *(La Canada Flintridge, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector for this project that involved the resurfacing of Descanso Drive from Verdugo Blvd. to Chevy Chase Drive in the city of La Canada Flintridge. The project also included the removal and replacement of existing curb and gutter, sidewalk and drive approach reconstruction.

e.

(1) TITLE AND LOCATION *(City and State)*: **Soils and Materials Testing and Inspection for Lakewood High School Track and Field** *(Lakewood, CA)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION *(if applicable)*: N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Inspector/technician for this project that involved replacement of existing track with an all-weather track surface; replacement of the electronic scoreboard; reconstruction of the existing bleachers to create accessible seating; and replacement of the field with synthetic turf. GAI's scope included soils/grading monitoring and testing, testing of concrete and reinforcing steel, earth work/soils inspection, asphaltic concrete plant inspection, asphaltic concrete placement inspection, concrete batch plant inspection, concrete placement inspection and sampling, concrete and masonry sampling and testing, and all other field inspection and laboratory testing, as required.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jay Helekar	**Cost Estimating**	25	14

15. FIRM NAME AND LOCATION *(CITY AND STATE)*

HL Construction Management *(Orange, CA)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
AA/Cal State University, Long Beach	LEED AP BD+C (US Green Building Council)

18. OTHER PROFESSIONAL QUALIFICATIONS *(PUBLICATIONS, ORGANIZATIONS, TRAINING, AWARDS, ETC.)*

Jay Helekar brings 25 years of preconstruction cost estimating consulting experience with public sector projects. He understands the preconstruction effort of publicly funded projects and the challenges and cost implications of the planning and design. As principal and founder of HLCM, Jay oversees a premier estimating team that provides project controls including cost estimating, change order analysis, scheduling,and constructability reviews. He was selected to teach a series of cost estimating courses for an intern training program at a themed entertainment park in Anaheim.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Adventure Playground *(Yorba Linda, CA)*	2021	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a construction document estimate milestone for a scope for a new water slide, mud pit, rope swing, wiffleball field, and zipline. The Master Plan includes newly added amenities such as a rock climbing wall, treehouse structures and suspension bridges, splash pad and water features, large shade/seating area, a meandering creek, and updated storage areas.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Anthony Munoz Community Center *(Ontario, CA)*	2019	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved schematic, design development, and construction document milestones for a new 60,000 SF community center, construction of a new single-story recreation and aquatic center featuring an MPR, a modern kitchen, an activity room, tot room with tot playground, a new youth playground, swimming pool with large pool deck, and paved courtyard and mountain-view terrace.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Rancho Cordova Little League Facilities Renovation *(Rancho Cordova, CA)*	2021	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a schematic design milestone estimate. Scope included a modular building with concessions, storage and restrooms, sitework, and an FFE owner purchase aluminum bleacher. The project was funded by the City's Community Enhancement Fund.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Aquatics and Recreation Center *(Yucca Valley, CA)*	2020	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a ROM and 50% schematic design milestone estimate. Funded by a $22M state grant, this aquatics and fitness center includes a hybrid indoor pool, additional new indoor recreation amenities, a one-court gymnasium. Exterior improvements include a splash pad, an exercise walking/jogging path, multi-purpose landscape areas, and surface parking.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Corona Del Mar High School Sports Fields Newport-Mesa USD *(Newport Beach, CA)*	2018	ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — [X] Check if project performed with current firm

Cost estimator for this project that involved a design development and construction document milestone estimates. Scope includes replacement of existing track and field with new synthetic turf field, modernization of existing men's/women's restrooms, perimeter fencing, associated grading and site work, irrigation and landscape work, site lighting and electrical work.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project *(Cypress, CA)*	2022	2022

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Cypress	Nick Mangkalakiri	714.234.4717

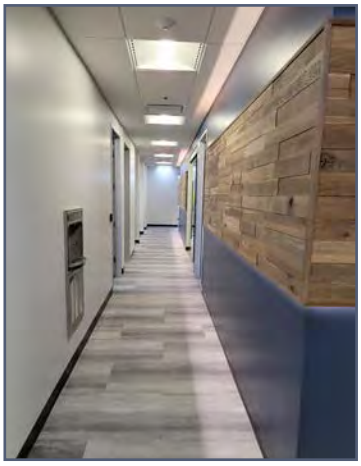
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra performed bidability and constructability reviews and peer cost estimating services. The existing Police Department structure was an approximately 20,000-square-foot, single-story building with a partial basement. The City used a roof-stiffening system for seismic strengthening. The improvements entailed relocating interior walls and making lighting upgrades, ADA improvements and architectural enhancements.

Each design submittal bidability/constructability review is a result in Ardurra's submittal of redlined plans and a punch list of comments and recommendations for the City's consideration and implementation with the project architect/engineer. Ardurra reviewed the plans for bidability and constructability and identified potential value engineering solutions, ambiguities, conflicts and/or omissions that became apparent during its review. The bid documents and technical specifications were reviewed for potential duplication/overlap of clauses, conflicts, proper placement of critical requirements within the order and precedence of documents. Ardurra recommended key contract provisions to provide the necessary controls and remedies for the City to maintain a proactive approach on the project. Ardurra was also recently awarded construction management and inspection services to oversee the successful completion of construction activities associated with this project. The project includes interior improvements, structural improvements, exterior improvements, and temporary/phased improvements.

Project Value: $3.2 million





25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Bidability and Constructability Reviews, Construction Management, Inspection
b.	(1) FIRM NAME HLCM	(2) FIRM LOCATION *(City and State)* Orange, CA	(3) ROLE Cost Estimating

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **2**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Redondo Beach Transit Center *(Redondo Beach, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Redondo Beach	Andrew Winje, PE	310.749.4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra is providing construction management and inspection along with other professional services required to undertake and successfully manage construction of the Redondo Beach Transit Center Project. Phase one of the project includes construction of a new Transit Center to replace the existing Transit Center located adjacent to the Galleria. The new Transit Center will be constructed at a site south of Target along Kingsdale Avenue. When completed, the new Transit Center will consist of a 2,900-square-foot building housing an operator lounge, private restrooms, public restrooms, and offices. Other improvements will include a kiss-and-ride parking lot and passenger drop-off area, as well as bus bays. In addition, traffic signals, striping and construction of an upper-level parking lot will be provided.

Improvements in phase two will include the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Boulevard. This roadway improvement will include an additional dedicated northbound right turn lane, new sidewalk, streetlights, and landscaping on the easterly side of the newly widened street adjacent to the Galleria Shopping Center.

Construction Value: $11.5 million







25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Construction Management, Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **3**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Torrance Transit Regional Park-and-Ride Terminal *(Torrance, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Torrance	Craig Bilezerian, PE	310.618.3054

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra provides construction management, inspection and special/deputy inspection and testing services for this 15,000-square-foot regional terminal on 15 acres along Crenshaw Boulevard near the 405 Freeway. The hub for Torrance Transit, the City of Torrance's multi-line bus service, will connect the carrier's routes with those of other providers. The Torrance Transit Center is also anticipated to connect with the Metro Green Line as part of the Green Line Master Plan. The terminal will be constructed to LEED Gold standards and will be served by eight bus bays. Plans call for a passenger drop-off zone, layover space, and a parking lot with about 250 spaces.

The project is being constructed in two phases. The completed Phase 1 focused on rough-grading the site and building the underground drainage system. Phase 2 includes the buildings and parking lot, as well as circulation roads and utilities. Related offsite improvements include construction of a cul-de-sac extension of 208th Street and widening of Crenshaw Boulevard for a new right turn pocket and traffic signal improvements.

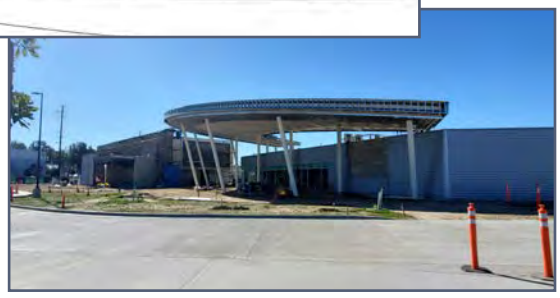
One of Ardurra's first tasks was a constructability review of the project's plans (273 sheets) and specifications. Ardurra assisted the City during the bid phase, coordinating responses to bidder questions, substitution requests and compiling and issuing bid addenda. Ardurra also assisted the City with evaluation of submitted bids, as well as addressing a bid protest and assisting with preparation for City Council award of the construction contract.

Ardurra construction phase services included assisting the City with establishing an efficient web-based project administration portal and coordinating with a multitude of project stakeholders. Project stakeholders include City departments, utilities, adjacent property owners, contractors and subcontractors, as well as the project architect and subconsultants.

Other tasks entail performing schedule and budget reviews, processing/coordinating RFI responses, submittals and change management. Providing and coordinating geotechnical and deputy inspection services through its subconsultants, including Geo-Advantec.

Construction Value: $21 million







25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Construction Management, Inspection
b.	Geo-Advantec	San Dimas, CA	Geotechnical, Material Testing

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **4**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Capital Improvement Projects *(Anaheim, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Anaheim	Jake Hester, PE	714.765.4421

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra provides project management and construction management services to oversee completion of more than $57 million in capital improvement projects for the City of Anaheim. Combined Project Value: $57.2 million. Projects and services have included the following:

- **Fire Station No. 5.** Contract administration and CM for $5.4M design-build construction of a 9,400-SF fire station on one acre that included parking, driveways, sidewalks, walls, fences, landscaping, water, sewer gas, telephone/cable and electrical utilities, transmissions lines and facilities. **Winner of 2018 BEST Award from the APWA Southern California chapter.**
- **Indiana Street Water Main Replacement.** One of the City's first design-build projects. This design-build project consists of the construction of approximately 2,400 LF of 6-inch ductile iron CL 52 zinc-coated water main, and 200 LF of 8-inch ductile iron CL 52 zinc-coated water main. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Imperial Highway and Big Sky Lane Water Main Replacement.** This design-build project consists of the construction of approximately 3,580 LF of 12-inch C909 water main, 1,542 LF of 8-inch C909 water main, and 250 LF of 4-inch C909 water main.
- **Santa Ana St. Railroad Water Main Crossing with Metrolink/SCRRA.** This project consists of boring and jacking trenchless installation method, furnishing, and installing approximately 70 LF of 24-inch steel casing pipe welded joints and 12-inch zinc-coated ductile iron pipe class 56 and by open-cut construction method, furnishing and installing approximately 75 LF of 12-inch zinc-coated ductile iron pipe class 52.
- **State College Blvd. and La Palma Intersection Widening.** Augment City staff with CM, inspection, and contract administration services.
- **Gene Autry Way Widening.** CM for this $6.8M project to widen and make significant related improvements to portions of two arterials.
- **Citywide Sanitary Sewer Improvement Program/Projects, Group 6.** Contract administration and CM for $2M project to build more than 4,200 LF of 24-inch,18-inch,15-inch and 10-inch VCP sewer mainline. Included 19 manholes, removing the existing mainline and manholes, rebuilding the street and installing new traffic loops, striping and pavement markers.
- **La Palma Water Complex – Reservoir Rehabilitation and Pump Station Replacement.** Provided contract administration for $9.3M project. Managed demolition of 3-MG reservoir and pump station and rehabilitation of 4-MG reservoir, construction of new pump station, and abandonment of inactive well.
- **Olive Street 16-inch Water Main Replacement and Roadway Restoration Project.** CM for the improvement of water system reliability by replacing old 10- and 6-inch cast iron pipe with new 16-inch ductile iron pipe. The project also included the replacement of fire hydrants, valves, water services, and appurtenant structures.
- **Lincoln Avenue 16-inch Water Main from Beach Boulevard to Dale Avenue.** Contract administration for $2M project to construct more than 5,300 LF of 16-, 12-, 10-, 8-, 6- and 4-inch ductile iron pipe, 12 fire hydrants, and more than 58,500 SF of asphalt concrete paving.
- **Underground Conversion Plan Projects.** Contract administration and CM management for the following projects as part of the City's Underground Conversion Five-Year Plan and Wildfire Mitigation Plan. The initiative is relocating overhead power and communications systems underground and is intended to improve aesthetics, replace antiquated equipment, and enhance the reliability of the area's electrical system.
- **Rehabilitation of Pressure Regulating Stations (PRS) 30 and 31 and Relocation of PRS-32 and -43 and Construction of New PRS-73.** Contract administration and CM services for completion of various on-call water utilities projects.
- **Telecommunications Poles Coordination and Inspection.** Smart communication effort includes inspections for installation of streetlight pole foundations, traffic control, and closeout submittal packages.

25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Project Management, CM, Inspection, Contract Administration
b.	HLCM	Orange, CA	Cost Estimating

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Public Works Construction Management and Inspection *(Long Beach, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	Eric O. Lopez	562.570.5690

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra is providing the City with CM and inspection services under a three-year contract geared toward a wide range of public works projects, from street rehabilitation to storm drains. The bench of professionals assigned to this contract includes project managers, construction managers and construction inspectors, as well as deputy inspectors for work related to buildings and other types of structures. Project Value: $30 million. A sample of the projects include the following:

- **Daisy-Myrtle Bicycle Boulevard.** Ardurra managed construction of this 9.5-mile, north-south bikeway extending from downtown Long Beach to north Long Beach. This project, part of the City's Bicycle Master Plan, creates a safer way for cyclists to reach the Wrigley, Los Cerritos and Bixby Knolls neighborhoods. The Class 1 bike path bikeway runs along Daisy Avenue to the south and Myrtle Avenue to the north. **ACEC California recognized this project with a 2019 Engineering Excellence Award.**
- **3rd and Broadway Cycle Track.** The City of Long Beach has led Southern California in building innovative, bike-friendly roadways. Ardurra helped the City improve the safety and convenience of two existing protected bike lanes (called cycle tracks), each about one mile long, in Downtown Long Beach passing through the city's core. The area is home to dozens of businesses, restaurants, hotels, condos, homes, police station, churches, libraries, parking structures and new developments. Before this project, the cycle tracks ran along the left-hand sides of two busy one-way streets, 3rd Street and one block south, Broadway. Now, each cycle track will be moved to the right side of the road, where drivers anticipate seeing bicyclists. **ACEC California recognized this project with a 2020 Engineering Excellence Award.**
- **Rainbow Harbor Commercial Sewage EVAC System Replacement.** Construction management for $700,000 replacement of 20-year sewage EVAC pump-out that serves the vessel operators at Rainbow Harbor. The project involved abandoning the centralized, underground twin-tank sewage pump-out system (under vacuum) with seven smaller dock-side peristaltic pumps, converting the system to a pressurized sewage evacuation system. Additional work consisted of replacing the hoses under gangways, installing new stainless steel valves and fixing compromised PVC piping as needed.
- **Heartwell Park Central Irrigation Renovation.** Ardurra is providing preconstruction services and reviewing plans and specifications for construction, supporting and collaborating with the Construction Management Division and other as-needed duties may include completing assignments from the Construction Services Officer.
- **6th Street Bicycle Boulevard.** Creation of an east-west bicycle boulevard along 6th Street. The 2.5-mile route extends from Junipero Avenue on the east to Bellflower Boulevard on the west. The project installed a Class 1 bike path, traffic circles, a roundabout with curb extensions and bioswales to control drainage and a bump-out and curb extensions. The project also added bike loop detection to an existing traffic signal, signage and fresh pavement markings.
- **Beach Maintenance Clarifier Project.** Construction management/inspection for installation of a water recovery system that collects and treats wastewater overflow. The clarifier system is at the Beach Maintenance Yard, near the Belmont Plaza temporary swimming pool.
- **Drake Soccer Field Project.** Construction management for this $3.8-million project on 8 acres included two soccer fields, a basketball court, parkway with trail, parking lot, new lighting, and landscaping. Work involved demolition and grading, installing a park drainage system, concrete curbs, gutters, sidewalks, curb ramps, driveways, and paving asphalt surfaces. In addition to providing the community with a new recreational area, the project conserved energy and reduced waste by using a significant percentage of recycled construction materials, drought-tolerant landscaping, and by separating and recycling at least 60 percent of all construction debris.
- **Long Beach Boulevard Blueline Median.** Construction inspection services for this mass-transit median project.

25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Construction Management, Inspection
b.	(1) FIRM NAME Ardurra	(2) FIRM LOCATION *(City and State)* Temecula, CA	(3) ROLE Permit Management, Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
On-Call Municipal Engineering and Public Works Inspection *(Lake Forest, CA)*	2021	2021

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lake Forest	Tom Wheeler, PE	949.461.3480

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra has a multi-year contract to provide municipal engineering services. Tasks include reviewing land use applications; plan checking development plans and maps; inspecting approved land development construction; inspecting approved work in the public right-of-way; public works encroachment permit inspection; water quality program management; and providing additional staff on an as-needed basis.

Primary services have involved engineering implementation of the City's Opportunity Studies Area (OSA) that comprises five developments totaling over 4,000 housing units; design of the Los Alisos Boulevard resurfacing project; conducting the annual sidewalk survey; and inspection of the catch basin insert project. The OSA projects involve plan check and inspection of all facets of development including map approval; rough grading; precise grading; street and storm drain improvements; park development; and median and parkway improvements. Other land development projects have been approved other than the five OSA projects, including The Meadows, Parkside, Encanto, and residential housing in the Auto Center.

There are currently four major residential development projects within the city. During the next three years (2021-2024), it is expected that all four projects will be completed. Once completed, approximately 5,000 new residential units would have been constructed.

Under this multi-year contract, Ardurra has performed plan checking and reviews for the following: entitlement review; subdivision maps; hydrology and hydraulics reports; street improvement plans; grading plans; water quality management plans and encroachment permits.

Project Value: $3.5 million (04/2011 to 04/2016); $9.8 million (04/2016 to 06/2021)





25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Program/Project Management, Inspection, WQMPs, Traffic Engineering, Encroachment Permits, Flood Control, Roadways, Parks
b.	Ardurra	Newport Beach, CA	Program/Project Management, Inspection, WQMPs, Traffic Engineering, Encroachment Permits, Flood Control, Roadways, Parks

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **7**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Municipal Engineering, Project Management, and Inspection *(Seal Beach, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Seal Beach	Iris Lee, PE	562.431.2527 Ext. 1322

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra has completed several projects for the City of Seal Beach during the last 5 years. Engineering services have included providing civil engineering, geotechnical, traffic and survey services for various projects within the city. Improvements have included the design of water and sewer main reconstruction, alley paving, the upgrade or addition of ADA ramps, pavement rehabilitation, hydrology and hydraulic calculations and the preparation of a proposed storm drain report.

Ardurra is currently providing the City with constructability review and project management for the City's **6th Street Alley Improvement Project (including waterline and sewer replacement) and Sewer Pump Station #35**. Improvements include the design of water and sewer main reconstruction, alley paving, installation of empty fiber optic conduit for future fiber, and ancillary improvements followed by concrete paving of the entire width of the alley. The Pump Station #35 project provides for upgraded/new dry well and wet well for the pump station.

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

Plan check services have included review of the hydrology and hydraulic analysis, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping and planting, WQMP, sewer and water plans.

Other projects have included:

- **Ocean Avenue Alley Waterline and Sewer Replacements from Main Street to First Street.** Prepared the design of over 0.5 miles of alley improvements in the downtown area of Seal Beach. The project included the design of sewer and water mains and pavement. Ardurra completed an extensive utility investigation including significant potholing and GPR to locate the existing utilities. The design also included solving numerous existing drainage problems that existed within the alleys.
- **7th Street Alley Waterline and Sewer Replacement.** Ardurra prepared complete PS&E for this project, which involved designing the replacement of approximately 450 LF of existing 6-inch water and sewer mains. In conjunction with the utility replacement, rehabilitation of approximately 6,750 SF of asphalt and concrete pavement was also designed.
- **Westminster Avenue Storm Drain Study Report.** Ardurra prepared a report to determine the adequate size to replace a trapezoidal open channel drainage facility with a pipe on the north side of Westminster Avenue from Seal Beach Boulevard to the Federal Storm Channel (C01S06). Conducted hydrologic studies of the tributary area and develop discharges at various concentration points for 5, 10, 25, and 100-year storm events. Coordinated with Orange County Flood Control District and met with Orange County Public Works staff to discuss the most up to date planning and to identify the interim and ultimate conditions for the confluence with the Federal Storm Channel. Work also included hydraulic analyses to analyze the existing system with the 5, 10, 25, and 100-year storm flows to establish existing level of protection and facility constraints. Developed alternative enclosed facilities (box culverts and pipes) to handle the runoff from the 100-year storm event. Cost estimates were prepared including design, construction, and contract administration/inspection for each alternative.

Project Value: $6 million

25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Inspection, Constructability Review
b.	Ardurra	Newport Beach, CA	Project Management, Engineering, Plan Checking, Staff Augmentation

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **8**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Signal Hill On-Call City Engineering Services *(Signal Hill, CA)*	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Signal Hill	Kelli Tunnicliff, PE *(former Signal Hill Public Works Director, now with City of Lakewood)*	562.209.0037

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra provides city engineering services for the City of Signal Hill including capital improvement program management; staff augmentation; general engineering review, design, and analysis; development review and plan check; and project management services for various public works CIP projects including management of the design and construction of the City's first dog park. Ardurra is also managing the design and construction of View Park that involves the design of the City's reclaimed water system, which will connect with the City of Long Beach. Ardurra performs a multitude of project management services including CIP management and administration for design through construction; preliminary engineering and analysis for project development and feasibility studies; CIP planning, budgeting, and scheduling; permit/grant administration; coordination with adjacent agencies, state/regional/federal agencies, and utilities.

- **Signal Hill View Park Improvement Project.** The City is constructing a park using grant funds under a negotiated contract with the Conservation Corps of Long Beach (CCLB). The total estimated construction cost is approximately $2.2 million. Park construction includes improvements such as rough grading, drainage, retaining walls, pedestrian trails, landscaping and irrigation, site furnishings, and lighting.
- **Signal Hill Dog Park.** Ardurra managed construction of a dog park for the enjoyment of the area's canine residents and their owners. The project is located just south of the I-405 Freeway between Atlantic and Orange Avenues. Dog park features include new artificial turf, landscaping, a parking lot and sidewalks. The park is enhanced with play mulch, crushed-granite walkways, seating, lighting, fencing, and drinking fountains. Throughout the project, Ardurra's construction manager worked closely with the City's inspector and public works director. As part of construction management services, Ardurra provided public outreach in the field, quality assurance of work performed, participated in progress meetings and ensured safe conditions as well as compliance with plans and specifications.

Project Value: $3.3 million



25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Project/Program Management, City Engineering, Plan Check, CM
b.	Ardurra	Newport Beach, CA	Project/Program Management, City Engineering, Plan Check, CM

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Carson Street Master Plan *(Carson, CA)*	2017	2017

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Carson Successor Agency	Gilbert M. Marquez, PE	310.830.7600

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra provided construction management, inspection, and related support services for this $19-million overhaul of a 1.75-mile stretch of Carson Street. The project has transformed Carson Street between the I-110 and I-405 into a welcoming town center gateway. The project was part of far-reaching renewal efforts in Carson under the City's master plan. Upgrades included decorative concrete street monuments, resurfaced pavement, reconfigured turn lanes and new traffic signals.

Other enhancements included public art and new medians with drought-tolerant landscaping; wider, paver-accented sidewalks; new sidewalk lighting; and outdoor benches and bike racks.

Awarded APWA Project of the Year, the project's scale is reflected in the following list of improvements:

- 555 new trees planted
- Approximately 100,000 square feet of new median and bump-out planter landscaping
- Approximately 13,000 linear feet of new curb and curb/gutter
- Approximately 4,800 linear feet of new recycled waterline
- Approximately 32,600 square feet of new accent architectural pavers
- Approximately 530,000 square feet of rubberized asphalt overlay
- Installation of 13 new transit shelters, 36 new bike racks, 29 new trash receptacles, 13 new seating nodes, 23 new wayfinding signs and 3 new monument towers

Project Value: $19.5 million



25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Construction Management, Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER **10**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Fountain Valley Recreation Center Exterior Improvements *(Fountain Valley, CA)*	2018	2018

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Fountain Valley	Temo Galvez, PE	949.294.4508

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Ardurra provided project and construction management for this $1-million project to renovate the outside of the City's recreation center that was showing signs of wear after 40 years of use. Project management services included coordinating with the project architect and the City's Public Works Department and Building and Safety Department to obtain required approvals for the proposed design. Also coordinated and prepared the City's front-end specifications for inclusion of the technical specifications and packaged the construction documents for bidding. Attended all project-related meetings, including the City Council meeting, and coordinated contract for signature.

Ardurra provided construction management services for improvements to aging stucco, antiquated roof and windows, and deteriorating wood shake siding. The recreation center serves as an important gathering place for the city, which lacks a designated downtown area. Among the many community activities hosted in the complex and adjacent park are classes, concerts, meetings, the "Market in the Park" and additional activities for people of all ages. Construction management services also included coordinating with City staff to keep the facility open to the public while construction activities were ongoing, requiring extensive community outreach activities.

Project Value: $1 million







25. FIRMS FROM SECTION C INVOLVED IN THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Ardurra	El Segundo, CA	Project Management, Construction Management, Building Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Dino D'Emilia, PE, F.ASCE, QSD	PIC, Constructability Review/Value Engineering		X	X	X	X	X		X	X	X
Amy Czajkowski, PE, CCM, QSD/P	QA/QC & Technical Review					X					
Steve Badum, PE	Project Director				X	X	X	X	X		
John Wolitarsky, CCM	CM, Constructability Review/Value Engineering	X	X		X	X			X	X	X
Oscar Gonzalez, PE	Construction Manager					X					
Earl Schwartz, PE, QSD	CM, Constructability Review/Value Engineering				X	X		X	X		
Omar Alameddine, EIT	Construction Manager			X	X	X	X	X	X	X	
Mark Lewis, PE, TE	Construction Manager, Project Engineer						X	X			
Gafur Oyewo	Construction Manager, Inspector		X	X	X	X		X			
Arash Rostamian, PE, QSP, CPII	Construction Manager, Inspector	X	X			X	X				
Joe Stoakley, PE, QSD	Construction Manager, Inspector		X	X		X	X			X	
Bradley Waldrop, PE	CM, Constructability Review/Value Engineering										
Brian Briones	Inspector					X		X		X	
Keith Forbes, QSP	Inspector			X	X		X				
Eric Nunez	Inspector			X	X		X				
Chip Vanderbeek, QSP	Inspector			X			X	X			
Victoria Booker	Labor Compliance										
Dustin Blackwell	Project/Documents Control		X		X	X			X		X
Adam Banihamed	Project/Documents Control		X	X	X	X					
Dee Yeh	Project/Documents Control	X		X	X				X		
Anissa Voyiatzes, PE, QSD, ENV SP	Project Engineer							X			
Lisette Bice, PE, QSD, ENV SP	Project Engineer										
Jose Hernandez, PE, QSD/P	Project Engineer, CADD Lead				X						
Joe Buckner, PE, PLS, QSD	Project Engineer, Survey				X		X	X			
Miguel Hurtado, PE	Project Engineer				X	X	X				
Andrea Mosqueda, PE	Project Engineer										
Fong Tse, PE	Project Engineer						X				
Geo-Advantec	Material Testing	X		X							
HL Construction Management	Cost Estimating	X			X	X					

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*	NO.	TITLE OF EXAMPLE PROJECT *(FROM SECTION F)*
1	Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project	6	City of Lake Forest On-Call Municipal Engineering and Public Works Inspection
2	Redondo Beach Transit Center	7	Seal Beach Municipal Engineering, Project Management, Inspection
3	Torrance Transit Regional Park-and-Ride Terminal	8	Signal Hill On-Call City Engineering Services
4	City of Anaheim Capital Improvement Projects	9	Carson Street Master Plan
5	City of Long Beach On-Call Public Works CM and Inspection	10	Fountain Valley Recreation Center Exterior Improvements









ARDURRA

COLLABORATE. INNOVATE. CREATE.



PROPOSAL

ON-CALL CONSTRUCTION MANAGEMENT, ENGINEERING SUPPORT, TESTING AND INSPECTION SERVICES

CITY OF CYPRESS
MAY 5, 2022

27372 Calle Arroyo / San Juan Capistrano, CA 92675 / 949.450.2525

DUDEK

Cover Letter

May 5, 2022

Nick Mangkalakiri, P.E
City of Cypress
5275 Orange Avenue
Cypress, California 90630

Subject: **On-Call Construction Management, Engineering Support, Testing and Inspection Services**

Dear Mr. Mangkalakiri,

Dudek appreciates the opportunity to submit our qualifications for **On-Call Construction Management, Engineering Support, Testing and Inspection Services** to the City of Cypress (City). Our Construction Management Division has completed numerous similar projects to the projects listed in the City's Capital Improvement Program (CIP). We have direct experience providing construction management and inspection services on similar projects, including street improvement, traffic signal, sewer, storm drain, park, and public building projects.

FIRM INFO

Dudek (HQ)
605 Third Street
Encinitas, CA 92024

Local Offices
27372 Calle Arroyo
San Juan Capistrano, CA 92675

38 North Marengo Avenue
Pasadena, CA 91101

MAIN POINT OF CONTACT

George Litzinger, PE
Principal/CM Division Manager
(619) 980-7048
glitzinger@dudek.com

Local Experience and Approach to On-Call Services

Dudek is currently providing as-needed construction management and inspection services to local cities in the area, including Whittier, Anaheim, Huntington Beach, and Fountain Valley. We have very similar ongoing projects in the area that are similar to the City's projects listed in the CIP and will potentially be able to share staff and resources to keep costs down.

Our construction management, engineering, and environmental professionals have extensive experience providing as-needed services to counties, cities, water districts, wastewater agencies, and special districts throughout southern California. Our team provides construction management and inspection, civil engineering, operations and management, environmental analysis and planning, regulatory, and funding expertise to offer public agencies a cost-effective way to accomplish short-term and long-term goals. The key to as-needed services is seamless integration into your agency's processes. We train our professionals to first, understand how your team and processes work, and second, apply our expertise within that structure. The result is maximized efficiency without sacrificing valuable time and energy. Our method of integration has led to more than 170 successful municipal as-needed contracts, several of which have extended past 20 years.

The Dudek Advantage

With an established presence in the area for over 30 years, Dudek has an extensive resume performing construction management and inspection services. Our proposal demonstrates Dudek's understanding of the scope of work and how we have successfully provided on-call services to other municipalities similar to the City.

Personnel Dudek's team has extensive construction management, testing, and inspection experience with current and past projects in neighboring cities. Consequently, we have local personnel that are ready and available to assist the City on this contract.

Specific Project Experience Dudek has extensive experience in the management and inspection of the projects identified in the City's CIP. Our proposal includes descriptions of our recent as-needed contracts and related experience to roadway, traffic signal, storm drain, sewer, park, and building projects, both large and small, in the area and throughout southern California.

Extensive Public Relations Experience Our personnel have extensive experience dealing with the public, particularly with the residents that will be impacted by the various types of projects we may be managing and inspecting. The key is to proactively work with the residents and businesses through regular and effective communication. We will work with the contractor and City to prepare a comprehensive and proactive PR program to minimize complaints throughout construction.

Economy of Scale With our current local projects and work in the area, we will be able to utilize our local personnel by efficiently managing and sharing resources that will translate into cost savings for the City. George Litzinger, Manager of Dudek's Construction Management Division, will work with the City to put the most productive and efficient team in place to manage your projects.

Dudek Understands the Issues Having completed numerous public works projects over the last 35 years, we understand the issues that will need to be addressed throughout the projects. Our team is up to speed on potential issues and ready to hit the ground running on construction. Issues will be proactively addressed at the start of the project with the contractor. We understand that we will serve as an extension of City staff and will coordinate closely with the City's project managers throughout construction, keeping them informed of the status of the project so there will be no surprises.

Conflict of Interest: Dudek has no financial, business, or other relationship with the City of Cypress that may have an impact upon the outcome of this contract.

We appreciate your consideration of this proposal. Joe Monaco, President, is authorized to bind the firm. Mr. Monaco designates George Litzinger as primary contact during proposal evaluation and negotiation.

Sincerely,

George Litzinger, PE
Project Principal

Joe Monaco, AICP
President/CEO

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
George Litzinger, PE	Principal in Charge/Construction Manager/Contract Administrator	a. TOTAL: 36	b. WITH CURRENT FIRM: 36

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, California)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S./1985/Civil Engineering A.S./1981/Mechanical Engineering	Professional Engineer, California #47544 California Contractor – Engineering Class "A" License #731744

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
As the CM Division Manager, he is responsible for all of Dudek's construction projects and programs covering both large and small projects up to $100 million. Mr. Litzinger has managed a variety of projects for both the private and public sectors including water/sewer, reservoirs, pump stations, pipelines, parks, streets and roads, drainage projects, fire stations and a variety of public buildings. (Awards: 2012 CMAA San Diego Chapter Project Achievement Award; 2011 CMAA So. CA Chapter Project Achievement Award; 2009 CMAA National Chapter Award; 2008 and 2009 ASCE Buildings and Structures Award of Excellence.)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Recycled Water Pipeline CM and Inspection, Solana Beach, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*: 2018
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	**[X]** Check if project performed with current firm	

Mr. Litzinger was project principal overseeing the construction management and inspection of this recycled water pipeline within the City of Solana Beach. The project was part of a larger Sewer, Water, Arterial, Paving (SWAP) Project, which had a tight schedule requiring completion of all construction in less than six (6) months and involved various stakeholders: City of Del Mar, San Diego Fairgrounds, SEJPA, City of Solana Beach, and Santa Fe Irrigation District.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Connors Park, San Marcos, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*: 2016
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	**[X]** Check if project performed with current firm	

Mr. Litzinger was project principal on this 4.5-acre park project built on San Marcos Elementary School property under DSA jurisdiction. The project consisted of demolition of an existing school and park, mass grading, a reinforced concrete fenced and lighted multisport court (tennis/basketball/pickle ball), skate park, a fenced and lighted synthetic multi-use football field, Musco Sports Lighting parking lot, energy efficient lighting system. The project also included a separate design/build contract for a 2,000 SF masonry restroom/concessions and maintenance facility. This project was funded by a Community Development Block Grant (CDBG).

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Carlsbad Safety Center, Carlsbad, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*: 2012-2013
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	**[X]** Check if project performed with current firm	

Mr. Litzinger was the Project Manager on new construction of three masonry buildings consisting of a 36,697 square foot (SF), two story, shooting range and classroom facility, a 6,558 SF, four story, commercial burn prop training tower, and a 2,246 SF, two story, residential burn prop, plus a concrete paved training grounds that includes a car extrication area, trench rescue area, an underground confined space rescue area, artwork site, site lighting, masonry perimeter security wall, landscaping, and installation of onsite water sewer, recycled water, and storm drain pipelines.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Rancho Santa Fe Road Widening Project Phase I & II, Carlsbad, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*: 2008-2009
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	**[X]** Check if project performed with current firm	

Principal in Charge for this $35 million dollar roadway improvement project. Project involved widening the road from a two-lane, highly impacted roadway to a six-lane (three lanes in each direction) prime arterial roadway, grading, blasting, and demolition of an existing bridge and construction of two new bridges over San Marcos Creek.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Autumn Drive Street Improvements and Reconstruction of Buelow Park, San Marcos, California	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*: 2010-2011
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	**[X]** Check if project performed with current firm	

Mr. Litzinger was the Principal in Charge for this $2 million improvement and reconstruction project consisting of replacement of the existing storm drainage system, private water and sewer systems, dry utilities, retaining and seat walls, restroom buildings, street parking, lighting, fencing and gates, playground and shade structures, curbs and gutters, street surface improvements, ribbon gutter, water play features, and basketball courts.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jason Linsdau, CCM	Construction Manager	19	17

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S./Civil Engineering	CMCI Certified Construction Manager, ID #5042 ITCP; MACP; PACP; AGC Advanced SWPPP Training 8-Hour Course

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Jason Linsdau has more than 19 years' supervision and leadership experience in engineering and construction. As a construction manager/resident engineer, he manages construction projects ranging between $1.5 million and $25 million. Mr. Linsdau has worked on a variety of projects for public agencies and municipalities, including parks, fire stations, administration buildings, reservoirs, pipelines, pump stations, treatment plants, golf courses, dams, roads, and drainage projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Court Street Park, Del Mar, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Linsdau was the construction manager for the construction of a new park in the City of Del Mar. The project consisted of grading, irrigation, 15,000 SF of landscaping, road improvements, monument sign, and DG trail. The project also included grading, restoration, and re-vegetation of an existing meandering channel through the park. Dudek provided construction management, inspection services and environmental monitoring on this project.

b.

(1) TITLE AND LOCATION *(City and State)*
Home Plant Lift Station and Force Main Replacement, Carlsbad, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Linsdau provided CM and inspection services to construct a new submersible lift station with a PVC-lined wet well, bubbler level control, odor control bed, new emergency generator, emergency storage structure, influent sewer piping and manholes, flow meter and valve/camlock vaults, new controls and electrical panel located in the control building, new site fencing, new and restored landscaping, recycled irrigation, asphalt paving, and 1,900 LF of 8-inch HDPE force main.

c.

(1) TITLE AND LOCATION *(City and State)*
2014-2017 Chip Seal and Seal Coat Projects, San Marcos, California

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2014-2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Linsdau was the construction manager for the Citywide annual chip seal and slurry seal street rehabilitation projects. The project consisted of resurfacing over 130 residential streets and City parking lots with a 1.2 M SF of 5/16-inch chip seal (Type Pass CR scrub seal) and 4.3 M of Type 2 slurry seal and 1.2M of Type 1 slurry seal. The project also included permitting and coordination with Caltrans and NCTD RXR.

d.

(1) TITLE AND LOCATION *(City and State)*
Connors Park, San Marcos, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Linsdau was the CM on this 4.5-acre park project built on San Marcos Elementary School property under DSA jurisdiction. The project consisted of demolition of an existing school and park, mass grading, a reinforced concrete fenced and lighted multisport court, skate park, a fenced and lighted synthetic multi-use football field, Musco Sports Lighting parking lot, energy efficient lighting system. The project also included a separate design/build contract for a 2,000 SF masonry restroom/concessions and maintenance facility. This project was funded by a CDBG Grant (CDBG).

e.

(1) TITLE AND LOCATION *(City and State)*
Fire Station No. 6, Carlsbad, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Linsdau was the construction manager for the wood frame and masonry block, two-story, 6,200-square-foot Fire Station No. 6 for the City of Carlsbad. The project also consisted of a 400-foot concrete paved driveway, 1,400 feet of PVC waterlines, joint utility trenches, 400 feet of gravity sewer line, a new traffic signal, median improvements on Rancho Santa Fe Road, and demolition of Temporary Fire Station No. 6. Mr. Linsdau performed constructability reviews of the project at the 90% and 100% design phases and coordinated the enforcement of permits with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG).

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marius Jaskula, PE, CCM	Construction Manager	29	11

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
University of Illinois at Chicago B.S./Civil Engineering	Professional Engineer, State of CA, Civil #C61060 U.S.A.C.E. Construction Quality Management Cert.

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Over twenty-five years of experience in construction management, contract administration, and quality assurance on civil public works infrastructure projects. Projects have included sewer, water and storm water pump/lift stations, reservoirs, sewer and water treatment facilities, Caltrans structures, roadway construction, large earthwork projects, and water, sewer and drainage pipeline projects with tunneling. Positions held have been the following: Construction Manager for U.S. Government (Navy), Construction Manager/Resident Engineer for a municipality and engineering consulting firms, and a Quality Control Manager and Superintendent for a General Contractor.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
V1: West Vista Way Sewer Project, Vista, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2020-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. Jaskula was Construction Manager and Resident Engineer for this project, which involved deep open trenching for the replacement and upsizing of sewer mains from 8-inch up to 15-inch along with a micro-tunneled section across Emerald Drive.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Terramar Lift Station and Forcemain Replacement Project, Carlsbad, California	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

CM/RE for $2.8 million city project to replace the failing existing station and increase emergency storage capacity. The HLPS consists of a submersible lift station with a PVC lined wet well, three 25HP submersible pumps, bubbler level control, odor control bed, new emergency generator, emergency storage structure, influent sewer piping and manholes, flow meter and valve/camlock vaults, new controls and electrical panel located in the new control building.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Coastal Rail Trail Reach 1 Improvements/Carlsbad Blvd. Roundabout, Carlsbad, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

CM for $1.2 million city project providing new trails and bike paths on Carlsbad Blvd. (Coast Hwy 101) and North County's first coastal roundabout at Carlsbad Blvd. and State St. The roundabout provides a welcoming and astatically pleasing gateway to Carlsbad's northern border while improving safety for vehicular traffic, bikers and pedestrians.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLEED	
Water Recycling Demonstration Project, Anaheim, California	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

RE/CM for $6.5 million city project serving as a demonstration facility showcasing the viability of recycled water and the value of conserving limited potable water supplies. The project consists of a 50,000 gallon per day (gpd) capacity (100,000 gpd at buildout) Membrane Bio Reactor (MBR) water reclamation facility at the north side of the City Hall. Project includes an influent pump station with sewer diversion structure, force main and a recycled water distribution system to surrounding landscaped areas and to the dual plumbed water system at Anaheim West Tower.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Recycled Water System Expansion, San Clemente, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Resident Engineer for $8.2 million multi-phase City project to install 10 miles of recycled water pipelines (6-inch to 20-inch PVC and DI), HOA service conversion connections, Bella Collina Towne & Golf Course Metering Station and new Pressure Reducing Station. The project also included a new 200,000-gallon DN tank. Mr. Jaskula managed all aspects of construction and provided daily inspection services.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chad Costello	Construction Manager	24	12

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	American Concrete Institute - 8-hour seminar American Shotcrete Institute - 8-hour seminar

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Chad Costello has more than 20 years of construction experience, the past 10 of which have focused on reservoir and public works projects. He began his career in working for the local pre-stressing tank contractor working only on concrete reservoir construction projects. Working his way up to superintendent in a very short time period, Mr. Costello left the construction side of pre-stressed tank construction after working on 18 pre-stressed reservoirs. He then began working as a construction manager, resident engineer and construction inspector of a wide range of reservoir, pipeline, building and public works projects for Dudek.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Recycled Water System Expansion, San Clemente, California

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Costello provided resident engineering services on 10 miles of recycled water pipelines that also includes a 200,000 gallon DN tank. He is managing all aspects of construction and providing daily inspection services. He also handled all resident inquiries and coordinated with the city's public relations representative.

b.

(1) TITLE AND LOCATION *(City and State)*
Ole Hanson Beach Club Rehabilitation, City of San Clemente

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Costello was the construction manager and inspector for this historic 6,000 SF building rehabilitation project. He managed all aspects of construction and provided daily site and building inspection services. The project also included the removal and installation of a new chemical delivery control system for the two large public pool facilities as part of this project.

c.

(1) TITLE AND LOCATION *(City and State)*
Miscellaneous Pipelines and Storm Drains Projects, City of San Clemente

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Costello was the construction manager and inspector for several large- and small-diameter water pipeline and storm drain projects. He provided RFI and submittal reviews, contract administration, and public relations services on these projects.

d.

(1) TITLE AND LOCATION *(City and State)*
Conifer Tank Replacement, Triunfo Sanitation District, Ventura, California

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Costello was the construction manager and inspector on the 2.1 MG Conifer Tank Construction Project. He provided RFI and submittal reviews, contract administration, and public relations services. He also inspected every aspect of the project, coordinating the special inspection and geotechnical/laboratory services.

e.

(1) TITLE AND LOCATION *(City and State)*
Various Pre-stressed Concrete Tanks, Southern California

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Various

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

As a DYK employee, Mr. Costello has worked on pre-stressed concrete water tank construction. He was Superintendent for the following projects: City of Vacaville, Vacaville, California, 5 MG Tank; City of Fullerton, Fullerton, California, 5 MG Tank; City of Ontario, Ontario, California, 6.0 MG Tank.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
William Gallegos	Construction Manager	42	18

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.S./Structural Engineering B.S./Civil Engineering	Professional Civil Engineer, CA US Army Corps of Engineers

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
William Gallegos is a highly qualified construction manager who previously worked over 20 years for the US Army Corps of Engineers. As a resident engineer for over 18 years, Mr. Gallegos was responsible for various construction projects to a combined minimum total of $50 million per year.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Rancho Santa Fe Road Widening Project, Carlsbad, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2008

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Gallegos provided resident engineer services during construction of the realigning of Rancho Santa Fe Road in Carlsbad. This project included the realigning of a 2.2-mile section of Rancho Santa Fe Road, beginning at La Costa Avenue to the east and constructing a six-lane roadway to the north.

b.

(1) TITLE AND LOCATION *(City and State)*
Water Pipeline Extension for Medium Security Detention Facility, County of Imperial

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Gallegos provided construction management services during installation of over 5,000 LF of 12” C- 900 PVC waterline. The project was a joint venture between the City of El Centro and the County of Imperial to provide fire flow and additional capacity serving the County’s new medium-security detention center and sheriff station.

c.

(1) TITLE AND LOCATION *(City and State)*
Dogwood Avenue Improvements Project State Street to Interstate 8, El Centro, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Gallegos was the construction manager on this project. He coordinated daily with Caltrans District 11 personnel and provided all project documentation in accordance with the Caltrans Local Assistance Procedures Manual. The project was funded by the American Recovery and Reinvestment Act (ARRA) and Prop 1B. The project included removal of the existing road and replacement with new base, geofabric, geogrid, and asphalt. In addition, all curb returns were removed and replaced to comply with ADA requirements.

d.

(1) TITLE AND LOCATION *(City and State)*
Newport Road Widening, Menifee, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

CM for this project that included removal and construction of landscaped median, sidewalk, curb and gutter. Installed new traffic signals, modified existing traffic signals, installed striping and loops. Installed new irrigation conduits and appurtenances, relocate existing irrigation appurtenances, and restore parkway landscaping. Install and remove traffic control components which include temporary asphalt, custom signs, temporary traffic signal detection cameras, paint.

e.

(1) TITLE AND LOCATION *(City and State)*
Water Pipeline Extension for Medium Security Detention Facility, County of Imperial, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Gallegos provided construction management services during installation of over 5,000 LF of 12” C- 900 PVC waterline. The project was a joint venture between the City of El Centro and the County of Imperial to provide fire flow and additional capacity serving the County’s new medium-security detention center and sheriff station.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ryan Ruiz, PE	Construction Manager	12	9

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S., Structural Engineering	Professional Civil Engineer No. C86394 CESSWI Qualified SWPPP Practitioner (QSP) ITCP; PACP; MACP

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Ruiz has experience as a construction manager, inspector, office engineer and field engineer. Projects have included wastewater treatment facilities, above ground tank reservoirs, pump stations, police stations, wetlands, and park and street improvements.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Central City Park Project, Fontana, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2020-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ruiz is currently working as the Construction Manager for the Central City Park project. This project includes the installation of (1) lighted soccer field and (2) lighted soccer/football fields with artificial turf, a tot lot, picnic areas, restroom and snack bar facility, (2) new parking lots, storage building, horse shoe facility and pits, community garden area, mechanical and electrical improvements, and a new six-foot high anti-graffiti wall along the northern border of the park property.

b.

(1) TITLE AND LOCATION *(City and State)*
Coast Highway Intersections Improvements, Laguna Beach, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ruiz worked as the Construction Manager for the City of Laguna Beach. Project work included traffic signal infrastructure and hardware, signing and striping modifications along the project corridor, and Coast Highway civil design improvements including installation of ADA ramps and landings, curbs, gutters, street restoration, traffic signal loops, traffic poles, and brick pavers per City, CALTRANS and ADA requirements and project specifications.

c.

(1) TITLE AND LOCATION *(City and State)*
Miller Park Amphitheater Project, Fontana, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ruiz was Construction Manager. The project includes the construction of a restroom building, bandstand and stage, stairs, ramps, concrete paving, concrete walls, hand rails, electrical fixtures, conduit and wiring, landscape planting and irrigation, landscape drainage systems, drinking fountain, water feature splash pad, surge tank and water lines and appurtenances, sewer lines and appurtenances, and storm drain lines and appurtenances.

d.

(1) TITLE AND LOCATION *(City and State)*
Carlsbad Desalination Pipeline Project, Carlsbad, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ruiz worked as a Field Engineer and Consultant City Inspector for the City of San Marcos. Mr. Ruiz inspected all work by the contractor within the city to ensure plan and specifications were correctly met. Responsible for ensuring quality assurance and safety was implemented during over 2,640 feet of 55” water pipeline installation throughout the city of San Marcos. Responsibilities included project restoration of ADA sidewalks and ramp ways, catch basins and curbs, property

e.

(1) TITLE AND LOCATION *(City and State)*
Police Station Expansion Project, Fontana, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2016-2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ruiz worked as a Field and Office Engineer for the Police Expansion project which included the fabrication of an entirely new east stair tower, HVAC system, simulator room and firing range for the department, locker rooms, conference rooms, offices, weight room and bathrooms by demolishing and reconstruction of the entire basement and east stair tower.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Garrett White, QSP	Construction Inspector	a. TOTAL 30	b. WITH CURRENT FIRM 18

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Palomar College Courses Public Works Inspection I Water Distribution I Water Treatment I	Pipeline Assessment Certification Program (PACP); ACI Concrete Field Testing Technician Grade I; ACI Concrete Repair Basics; SWPPP Certification; OSHA 10-Hour Confined-Space Safety and Training Certification; NASSCO training/ certifications:; Cured-in-Place Pipe (ITCP) Inspection Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Garrett White has 30 years' experience in the rapidly changing construction industry with an emphasis in the construction of water, wastewater, and storm drain facilities for public agencies. He has been involved with the construction of large- and small-diameter pipelines, treatment plants; pump stations for potable and non-potable distribution systems, horizontal directional drilling (HDD), with an emphasis in trenchless technologies.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
V1: West Vista Way Sewer Phase 1, Vista, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. White provided full-time construction and storm water inspections, coordination of geotechnical inspections and adherence to the contract documents for the City of Vista for the 18-month duration of this project. The work generally consisted of installation of 4,250 LF of deep cut sewer, micro tunnel boring, bypass pumping, and pavement restoration.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
20-Inch Effluent Pipeline, Ramona Municipal Water District, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. White performed construction inspection and storm water inspections throughout the duration of this project. The work for this project consisted of: construction of approximately 20,000 LF of 20-inch diameter HDPE IPS DR-17 butt fusion welded pipe, connections to the existing yard piping for the secondary effluent clarifiers at the Santa Maria Treatment plant to Pond Site #1; installation of approximately 1,000 LF of 20-inch IPS DR-17 HDPE within a 30-inch diameter steel casing via trenchless jack and bore method at five separate locations; installation of blow off assemblies, combination air valve assemblies, pre-cast maintenance structures and construction of a new flow meter vault at the Santa Marie WWTP.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Sewer Water and Arterial Paving (SWAP) Capitol Project, City of Del Mar, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. White served as the lead inspector in charge of several Level I Inspectors for multiple projects performed at the same time. All work for the multiple projects needed to be completed prior to the yearly opening of the World Famous Del Mar Fair.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Home Plant Lift Station and Force Main Replacement, Carlsbad, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Inspector for a new HLPS consists of a submersible lift station with a PVC lined wet well, bubbler level control, odor control bed, new emergency generator, emergency storage structure, influent sewer piping and manholes, flow meter and valve/camlock vaults, new controls and electrical panel located in the control building, new site fencing, new and restored landscaping, recycled irrigation, asphalt paving and 1,900 LF of 8-inch HDPE force main.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Job Order Contract Program, County of San Diego, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* Various

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. White worked as project inspector on numerous projects included in the County of San Diego Capital Improvement Asphalt Paving Projects including: Balboa Park, San Diego Zoo and Museum parking lot rehabilitation projects, Morely Field parking lot pavement rehabilitation, City Hall parking and surrounding roads rehabilitation projects.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Al Olea	Construction Inspector	32	15

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BA, Business Management	Hazmat Certified CFR-49, ICBO – Certified Building Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Al Olea has more than 25 years' experience as a construction project manager, inspector, and supervisor for residential, commercial, and public works projects. He has completed inspection of a variety of public works projects, including roadways, pipelines, pump stations, treatment plant projects, and administration buildings. His construction background includes scheduling and supervising up to 150 employees, cost estimating, preparing construction proposals, obtaining building permits, and managing construction sites.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
As-Needed Inspection Services, City of Huntington Beach, CA		2008-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. Olea is currently providing inspection services on a variety of utility projects for the City. As utility companies pull encroachment permits, Mr. Olea inspects the work in City right-of-way for compliance with permit requirements. Inspection includes traffic control, safety, backfill, compaction, and return of ROW to existing conditions.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Dogwood/Interstate 8 Freeway Ramp Widening and Signalization Project, El Centro, CA		2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. Olea provided roadway inspection services on the City's Dogwood Road expansion project that includes widening of four ramps, grading, curb, gutter, sidewalk, new signalization, landscaping, and new road sections. This was a Caltrans project that was being administered by the City. As such, Mr. Olea coordinated daily with Caltrans District 11 personnel and provided all project documentation in accordance with the Caltrans Local Assistance Procedures Manual.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Senior Community Center, Fontana, CA		2010-2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. Olea performed full-time quality control and quality assurance inspection for this 43,000-square-foot facility starting with the on-site grading, over-excavation and re-compaction of the building pad, through to completion of the project. Quality assurance oversight and coordination also included upgrading and tie-in to the City water and sewer systems. Responsibilities included the coordination of third-party material testing and inspections, as well as daily coordination with the general contractor and numerous subcontractors.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Coachella Pump Station and Pipeline Project, Coachella, CA		2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

As an Inspector for the pump station and pipeline project, Mr. Olea's duties included inspecting all structural, electrical, mechanical, pipelines and plumbing, as well as installation of base, asphalt, and petromat overlay and landscape installation. He was the lead inspector for this $8 million project, which was taken over by the contractor's bonding company because the contractor defaulted on the original contract.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Street Rehabilitation Phase 1 & 2, Coachella, CA		2009

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — **[X]** Check if project performed with current firm

Mr. Olea provided inspection services for pavement rehabilitation and reconstruction at various locations. Rehabilitation methods included overlay, heater remix, removal and replacement of existing curb and cutter, sidewalks, cross-gutters, and driveways.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
John Przybyszewski	Construction Inspection	a. TOTAL 42	b. WITH CURRENT FIRM 14

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AA Turfgrass Management	South Coast Air Quality Management District Fugitive Dust Control Certificate

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
John Przybyszewski has over 40 years' experience in construction management, park, and golf course construction, and country club management, including capital improvements and remodels, project management and quality control, maintenance and irrigation programs, grading, plan review, documentation and contract administration, bid evaluation, regulatory compliance, budget design and administration, owner/designer liaison.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
As-Needed Inspection Services, City of Huntington Beach, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2010-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Przybyszewski is currently providing inspection support on a variety of CIP projects for the City. Projects completed include: Trinidad Pump Station, Well #5, Sewer Slip Lining, Angler/Palisade Tree Partition, and Zone 8 Residential Overlay.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Warner Ave. Sewer Pump Station, Gravity and Forcemain Pipeline Project, Huntington Beach, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Przybyszewski is currently providing construction management and daily inspection during installation of two new sewer pump stations and over a mile of gravity and forcemain PVC sewer pipelines for the City of Huntington Beach. The project is being construction in the City's public streets and right-of-way, including sections in Pacific Coast Highway (PCH). John coordinates daily with Caltrans for traffic control requirements on PCH, and with the surrounding residents.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Recycled Water System Expansion, San Clemente, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Przybyszewski provided construction management services that included the observation and daily inspection for the installation of the San Clemente Recycled Water System Expansion Project , consisting of the installation of: 30,040 Ln. Ft. Class 200 PVC AWWA C900 pipelines of various diameters 6', 8", 12"; 5,965 Ln. Ft. Class 350 D.I. pipeline of various diameters 6", 16", 20"; 2,030 Ln. Ft. Fusible 16" PVC C905 Slip lining in host 20" pipe installing services; 75 - 2" Water Services; Cathodic Protection System; Pressure Reducing Station.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
The Crossings at Carlsbad, Carlsbad, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2009

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

As resident engineer, performed as owner's representative, interfacing with golf course and site improvement contractors during construction of a 18-hole Championship Greg Nash design golf course with $30 million budget for the City.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Big League Dreams Sports Complex, West Covina, California	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)* 2007

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

As Project Manager, Mr. Przybyszewski performed as owner's representative, interfacing with site improvement contractors during construction of 6 replica baseball fields, which included Angel Stadium, Dodger Stadium, Fenway Park, Tiger Stadium, Wrigley Stadium, and Yankee Stadium. The $34 million project also included construction of 23,000 square feet covered special use pavilion, two children's playgrounds, nine station batting cage, two sports theme full service restaurants, 3,000 sq. ft. maintenance building, and installation of the irrigation system and site landscape material.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Bradley Voorhees	Construction Inspector	34	4

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Palomar College, San Marcos Water Technology Education Program	DHS Water Distribution Grade 4 CWEA Wastewater Collection Grade 4 DHS Water Treatment Grade 2 ATSSA Traffic Control Supervisor

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Bradley Voorhees has nearly 35 years of experience in construction supervision and inspection of municipal projects specializing in water, wastewater and recycled water projects. Mr. Voorhees served in a supervising capacity for the City of Poway for over 30 years overseeing planning, construction and inspection of various water and sewer projects. Duties included development review, plan check, safety compliance, inspection, and training and supervision of over 20 employees.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Inspector, City of Del Mar, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*: 2016-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Since 2016, Mr. Voorhees has provided inspection services for a variety of CIP projects for the City. As the inspector, Mr. Voorhees was responsible for the day-to-day quality assurance inspection of the work, inspecting traffic control and public outreach. To date, projects have included sidewalk Repairs, paving projects, water line replacements, multi-use pathways, storm drains, and sewer projects.

b.

(1) TITLE AND LOCATION *(City and State)*: North Shore Community Park, Desert Recreation District, Indio, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Voorhees served as inspector for this $3.5 million park that includes the following park elements: mass grading, soccer fields, basketball court, skate park, restroom building (by Romtec), water feature, walking paths, exercise equipment mounds, irrigation, planting, landscape, Musco lighting, and road improvements.

c.

(1) TITLE AND LOCATION *(City and State)*: Annual Sewer Rehabilitation Project, San Juan Capistrano, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Voorhees provided inspection services for the rehabilitation of approximately 9,000 LF of small diameter sanitary sewer at various locations throughout Historic San Juan Capistrano, including relining of 5,000 LF of 21" large diameter trunk sewer, located within the Orange County Flood Control Districts environmentally sensitive Trabuco Creek channel, by means of Cured in Place Pipe (CIPP).

d.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Inspector Sewer and Water Projects, Ramona Municipal Water District, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*: 2017-2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Since 2017, Mr. Voorhees has provided inspection services for a variety of CIP and developer projects for the Ramona Municipal Water District.

e.

(1) TITLE AND LOCATION *(City and State)*: Water Collection Supervisor, City of Poway, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*: Various

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[ ] Check if project performed with current firm

Mr. Voorhees served as water collection supervisor for the City overseeing operations and maintenance of wastewater collection and recycled water systems. Facilities in included 170 miles of sewer collection system, 11,000 laterals, 5 lift stations, 12 miles of force main, and 10 miles of recycled water systems.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tom Ramirez	Construction Inspector	35	5

15. FIRM NAME AND LOCATION *(City and State)*
Dudek (Encinitas, CA)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Ramirez has over 35 years of experience in construction providing construction management and field inspection services on public works and private development projects. Experience includes water, sewer, storm drain, and pipeline construction; wastewater treatment plants; roadway construction; bridge retrofits; and new construction, repairs and remodels of public buildings and residential developments. Experience includes preconstruction, constructability and plan reviews; survey staking; SWPPP; and traffic control.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Railroad Canyon Water Reclamation Facility Yard Piping Modifications, City of Lake Elsinore, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ramirez served as project manager/lead inspector for the District on this project that included the remodel of two (2) aeration basins with HDPE Baffle curtains, concrete support structures, and submersible mixer pumps. Yard piping included 2,750 LF of 12" RW pipe C-900 pipe with appurtenances, 150 LF 14" DR piping, HDPE liner and concrete stairs for two (2) RW holding ponds, 3 outlet structures, 1,440 LF of 4" W3 wash down piping with wharf hydrants, wire perimeter fence with gates around the RW ponds, and control room upgrades.

b.

(1) TITLE AND LOCATION *(City and State)*
Police Station Rehabilitation Project, City of Hemet, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ramirez served as project manager/lead inspector for this project. The project included: demolition, asbestos and lead remediation, office space, restroom and jail facilities reconstruction/remodel, epoxy/stain floors and walls, framing, drywall, tile, Armortex bullet proof walls, concrete walks and stairs. .

c.

(1) TITLE AND LOCATION *(City and State)*
Central City Park, City of Fontana, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2019-2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ramirez was project manager/lead Inspector for this new park project. The new park includes three (3) lighted soccer/football fields with artificial turf, concession and restroom building, storage building, 20,000 SF underground stormwater chamber system, playground, A Horseshoe Club, a community garden, picnic area, and two (2) parking lots.

d.

(1) TITLE AND LOCATION *(City and State)*
Lead Inspector, City of San Marcos, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2015-2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ramirez was lead inspector on various City CIP projects including: street widening, signals, storm drains, utilities and surface improvements. The Creekside Marketplace project included grading and parking lot improvements, utilities, storm drains, curbs, sidewalks, planters, 25' BTH palm trees, asphalt and striping.

e.

(1) TITLE AND LOCATION *(City and State)*
Street Rehabilitation Programs, Phases 2 and 3, City of Coachella, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Mr. Ramirez was lead inspector. The project included: removal and replacement of damaged curb and gutter, sidewalk, driveways, cross gutters, spandrels and street grinding, replacement of asphalt concrete with AR4000 base course and AHRM Surface course.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(*Complete one Section E for each key person*)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Justin Scheidel, PE	Engineering Support	a. TOTAL 17	b. WITH CURRENT FIRM 10

15. FIRM NAME AND LOCATION (*City and State*)
Dudek (Encinitas California)

16. EDUCATION (*Degree and Specialization*)	17. CURRENT PROFESSIONAL REGISTRATION (*State and Discipline*)
MS Civil Engineering BS Civil Engineering	CA, Professional Engineer, 82058

18. OTHER PROFESSIONAL QUALIFICATIONS (*Publications, Organizations, Training, Awards, etc.*)

Justin Scheidel is a project engineer with 13 years of experience specializing in water infrastructure design, wastewater treatment design, and construction management. He is responsible for detailed design and layout, civil/mechanical calculations and analysis, equipment selection, cost estimation, and development of plans and specifications. Mr. Scheidel is experienced in all phases of engineering, including planning, design, and construction.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (*City and State*)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*)
Joshua Basin Water Recharge Project Joshua Tree, California	NA	2014

(3) BRIEF DESCRIPTION (*Brief Scope, Size, Cost, etc.*) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Construction Engineer and Project Manager for the 4.5-mile raw water transmission line connecting the Mojave Water Authority raw water aqueduct in Yucca Valley California to the newly constructed percolation ponds in Joshua Tree California. This project is intended to provide the Joshua Tree basin with a clean sustainable water source to recharge the areas ground water supply. Managed contract administration, provided onsite inspection, and engineering for the $4.5M project.

b.

(1) TITLE AND LOCATION (*City and State*)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*)
As Needed Engineering Services Joshua Tree, California	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (*Brief Scope, Size, Cost, etc.*) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Project engineer assisting with construction inspection, coordination, plan checking, and engineering design services when required. This included various capital improvements projects vital for continuing water supply and the institution of emergency water supply alternatives.

c.

(1) TITLE AND LOCATION (*City and State*)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*)
As Needed Engineering Services Ramona, California	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (*Brief Scope, Size, Cost, etc.*) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Project Engineering assisting with construction inspection, coordination, plan checking, and engineering design services when required.

d.

(1) TITLE AND LOCATION (*City and State*)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*)
Simsbury Sewer Extension, Lift Station Abandonment Study and Design, Carlsbad, California	2014	2017

(3) BRIEF DESCRIPTION (*Brief Scope, Size, Cost, etc.*) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Development of an adjoining lot prompted the evaluation of potential re-alignment of the existing sewer and abandonment of the existing pump station, creating a complete gravity sewer system. The preliminary evaluation of the project determined that the conversion was feasible by re-directing the sewer through the development. Drastic changes in elevations between the two sites prompted installation of the connection piping through the trenchless jack and bore method. Completion of the project eliminated the need for a pump station reducing energy and maintenance costs.

e.

(1) TITLE AND LOCATION (*City and State*)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (*If Applicable*)
Coast Pump Station and Force Main Rehabilitation Encinitas, California	2015	2017

(3) BRIEF DESCRIPTION (*Brief Scope, Size, Cost, etc.*) AND SPECIFIC ROLE ☒ Check if project performed with current firm.

Lead Engineer for the structrural rehabilitation of the existing wetwell submersible pump station, new valve vault, and installation of a 2-barrel 100% redundant 800 ft 4” forcemain under a lagoon and railroad tracks by horizontal directional drilling. The use of trenchless methods substantially reduced environmental issues, shortening the project design/permitting period and construction costs.

ARCHITECT ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: On-Call CM, Engineering Support, Testing and Inspection Services

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM *(or Branch Office)* NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Dudek	1980	02-487-1675

2b. STREET	5. OWNERSHIP
605 Third Street	a. TYPE: Corporation

2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS
Encinitas	CA	92024	N/A

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
George Litzinger, PE / Principal, CM Division Manager	N/A

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS
619.980.7048	glitzinger@dudek.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	76	66
05	Archaeologist	130	44
07	Biologist	85	27
12	Civil Engineer	59	35
16	Construction Manager	10	
24	Enviro Scientist	54	14
29	GIS Specialist	33	9
34	Hydrologist	27	18
39	Landscape Architect	15	11
47	Planner	22	4
48	Project Manager	84	19
58	Technical/Analyst	19	4
Total	Other Employees	614	251

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A02	UAS Services	3
C14	Biological	5
C15	Construction Mgt	4
C16	Compliance	5
E01	Cultural	3
E09	CEQA / NEPA	4
E09	Enviro Tech Group	1
E11	Restoration	3
F06	Urban Forestry	3
G04	GIS	1
P05	Plan / Urban	3
W02	Hydrogeology	4
W03	Water Infrastructure	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work		9	
b. Non-Federal Work		3	
c. Total Work		9	

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000.
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

a. SIGNATURE



. NAME AND TITLE: George Litzinger, Construction Management Division Manager

b. DATE: 5/1/22



DUDEK

800.450.1818 | HELLO@DUDEK.COM
DUDEK.COM

FALCON
Engineering Services



CITY OF CYPRESS

Public Works Department

PROPOSAL (RFP # PW-006-22)

ON-CALL CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/ TESTING AND INSPECTION SERVICES

MAY 05, 2022



On-Call Construction Management / Engineering Support / Testing and Inspection Services

Table of Contents

COVER LETTER 2
FIRMS QUALIFICATIONS 4
FIRM REPRESENTATIVE REFERENCES 4
KEY PERSONNEL MATRIX / CREDENTIALS 5
STAFFING AND RESOURCES MANAGEMENT PLAN 6

PART I 8
SECTION A, B, C_ ARCHITECT-ENGINEER QUALIFICATIONS 8
SECTION D_ ORGANIZATIONAL CHART 9
SECTION E_KEY PERSONNEL RESUMES 10
SECTION F_ EXAMPLE PROJECTS 32
SECTION G_KEY PERSONNEL EXAMPLE PROJECT 41
SECTION H & I_ADDITIONAL INFORMATION 42

PART II 46
ARCHITECT-ENGINEER QUALIFICATIONS 46

COVER LETTER

May 5, 2022

City of Cypress
Public Works Department
5275 Orange Avenue
Cypress, CA 90630
Attention: Nick Mangkalakiri, Assistant City Engineer

Re: On-Call Construction Management/Engineering Support/Testing and Inspection Services

Dear Mr. Nick Mangkalakiri:

Contact Information:
FALCON Engineering Services
1020 Aquino Circle
Corona, CA 92879
(951) 549-9600 Office

Authorized to bind firm:
Maha Faqih, President
(951) 768-9419 Cell
mfaqih@falcon-ca.com

Primary Contact:
Kurt Pegg, PE
Project Manager
(951) 500-7979
kpegg@falcon-ca.com

FALCON is proud of our reputation for having seasoned construction management personnel and of the industry's recognition of our ability to deliver complex freeway improvement projects ahead-of-schedule, under budget, without claims, and with outstanding customer service for the local community.

- **NO LEARNING CURVE**
- **SEASONED INSPECTION STAFF**
- **TEAM WORKERS**

FALCON Engineering Services, Inc. (FALCON) proudly present our proposal to the City Cypress for the On-Call Construction Management/Engineering Support/Testing and Inspection Services. FALCON is a certified Small Business Enterprise **(SBE)** incorporated in California. FALCON specializes in Construction Management (CM) and Inspection, Constructability Reviews, Construction Administration, Labor Compliance, Project Closeout for Transportation and Public Works Projects for various Cities, Counties, and several Caltrans Districts.

FALCON has provided services for several "On-Call" management/inspection contracts; these include major public works/ capital improvement projects, freeway/bridge construction, interchanges, grade separations, new ramps/ramp realignment/widening, street improvements, pavement rehabilitation/improvements, signalized intersections, ADA compliant ramps & sidewalks, landscaping, drainage systems, major channel/ flood control construction, sewage systems, water systems, utilities, building inspection, land development and capital projects. ***Many of our projects were constructed with Federal/State/Local Funding, using Caltrans Local Assistance Procedures Manual (LAPM), as well as all applicable City and Caltrans standard practices, regulations, policies, procedures, manuals and standards (Greenbook, Caltrans, etc.), as well as Federal Highway Administration (FHWA).***

The Technical and Administrative personnel we are proposing have tremendous experience working on similar On-Call contracts throughout California "Cities, Counties, and Caltrans." With a comprehensive understanding of this program and potential resource needs, our vision in developing a team for this assignment has been to have the "best-qualified" staff with the most relevant experience. The FALCON Team is highly committed to providing the highest level of service in the most cost-effective manner possible. Our team offers an unparallel resource pool of experts to meet the project needs and a flexible organization to adjust to the project workload rapidly.

We are proud to be partnering with the following firms.

RMA Group, Inc. ***1210 East 223rd St., Suite 319*** ***Carson, CA 90745***	RMA Group's geotechnical and geologic design services include preliminary geotechnical investigations, foundation studies, fault investigations, liquefaction analysis, Phase 1 environmental site assessments, and geotechnical and geologic review of grading and foundation plans. Established in 1962, it is a California corporation with professional offices and laboratory facilities within California. RMA Group's staff includes registered civil and geotechnical engineers, registered geologists and certified engineering geologists who provide our firm with comprehensive geotechnical and environmental capabilities.
Francis Consulting ***9312 Tritt Circle, Villa Park*** ***CA 92861 (DBE/WBE/MBE)***	*Francis Consulting has 14+ years of professional experience in Architectural Services, Interior Design Services, Planning and Design through Construction Documents. Many of our staff members are qualified in engineering, environmental protection efforts, stormwater quality, LEED, architecture, and inspections. Linda Francis, President of Francis Consulting, is an Architect and LEED AP who has worked in the Los Angeles area for over 31 years. She has completed many successful community, commercial, residential, and parking facilities.*

See the partial list below of some of FALCON's relevant projects.
All completed within budget, ahead of schedule, minimal claims, and Fully Reimbursed.

Over the last 14 years FALCON Team has completed similar construction projects all funded with Federal/State/Local monies and in compliance with Caltrans (CT) Local Assistance Procedures Manual (LAPM), CT Filing System, and Procedures.

- **Hamner Avenue Bridge (RCTD) "Ongoing" FALCON-Prime**
- **I-10/Citrus & Cherry Interchange Improvement (SBCTA) FALCON-Prime**
- **I-15/Limonite Avenue Interchange (RCTD) FALCON-Prime**
- **Magnolia Avenue Grade Separation (RCTD) FALCON-Prime**
- **SR-60/Truck Climbing Lane (RCTC) FALCON-Prime**
- **SR-91 Corridor Operations (RCTC) FALCON-Prime**
- **I-15/SR-79 South Interchange (City of Temecula) FALCON - Prime**
- **I-215/Van Buren Interchange Improvement (Riverside County) FALCON-Prime**
- **SR-91/Van Buren Interchange Improvement (City of Riverside) FALCON-Prime**
- **SR-60/Nason Street Interchange Improvement (City of Moreno Valley) FALCON**
- **Riverside County On-Call Contract -Prime**
- **San Bernardino County On-Call Contract -Prime**
- **Los Angeles County On-Call Contract -Prime**
- **City of Temecula On-Call Contract -Prime**
- **City of Moreno Valley On-Call Contract -Prime**
- **City of Corona On-Call Contract [Sierra Bella] -Prime**
- **Caltrans On-Call Contracts District 1,2,3, 5, 6, 7, 8, 12 and 59-(Subconsultant)**

Our Construction Management team excels in accommodating all stakeholders while maintaining work progress, safety and access for the various businesses and residents.

We will provide the City with the most experienced and motivated team that will produce the highest quality work and will become part of the City team in every aspect. Our ***Project Manager, Kurt Pegg, PE***, will develop the tasks to be accomplished, assist in bid review and project scheduling, and assign staff duties to the appropriate members with the City's concurrence.

Part I and Part II of the Caltrans Standard Form 330 will follow as part of the qualifications following the Firm Organization, Credentials, Background and Experience per the RFP.

FALCON will provide the requested inspection staff within 24-hours of the requested assignment and make them available on a part-time/full-time basis (depending on the City's needs).

I, Maha Faqih, PE, am an officer of the firm and authorized to bind the firm to the terms of the proposal. By signing this letter of transmittal, I am attesting that all information in this proposal is true and correct.

The City can count on the FALCON Team to deliver the best-qualified Construction Manager and Inspectors who can handle various tasks. We are excited about this opportunity to continue to serve and expand our Construction Management and Inspection Services to the City of Cypress and believe we are uniquely qualified and committed to the success of this On-call contract.

Sincerely,

FALCON Engineering Services, Inc.
Maha Faqih, PE
President
1020 Aquino Circle | Corona, CA 92879
Tel: (951) 768-9419 | Email: mfaqih@falcon-ca.com

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

City of Cypress, CA - On-Call Construction Management/Engineering Support/Testing and Inspection Services

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
April 14, 2022	PW-006-22

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Maha Faqih, President

5. NAME OF FIRM

FALCON Engineering Services, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
951-549-9600	N/A	mfaqih@falcon-ca.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V Partner	(Check) Subcontractor	9. FIRM NAME	10. ADDRESS	11. ROLE IN CONTRACT
a.	☒			FALCON Engineering Services ☐ CHECK IF BRANCH OFFICE	1020 Aquino Circle, Corona, CA 92879	Project Manager, Construction Manager/Resident Engineer, Asst. Resident Engineer, Inspection, QA/QC, Labor Compliance Office Engineer, Scheduler **(Prime)**
b.			☒	RMA Group. Inc. ☒ CHECK IF BRANCH OFFICE	1210 East 223rd Street, Suite 319, Carson, CA 90745	Materials and Laboratory Testing **(Subconsultant)**
c.			☒	Francis Consulting ☐ CHECK IF BRANCH OFFICE	9312 Tritt Circle Villa Park, CA 92861	Architectural Inspection Support **(Subconsultant)**
d.			☐	☐ CHECK IF BRANCH OFFICE		
e.			☐	☐ CHECK IF BRANCH OFFICE		
f.			☐	☐ CHECK IF BRANCH OFFICE		
g.			☐	☐ CHECK IF BRANCH OFFICE		
h.			☐	☐ CHECK IF BRANCH OFFICE		
i.			☐	☐ CHECK IF BRANCH OFFICE		
j.			☐	☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM	☒ *(Attached)*

SECTION D: ORGANIZATIONAL CHART

LEGEND
🔑 Key Personnel
* Multiple Roles
[1] FALCON
[2] RMA
[3] Francis

CITY OF CYPRESS

Principal-in-Charge
Maha Faqih, PE [1]

Project Manager
Kurt Pegg, PE, QSD/P [1] 🔑

Key Staff identified will not be changed prior to commencement of work without the City's approval and two weeks' notice. Replacement of candidates will be at same or higher level of similar experience as the original project team member.

CONSTRUCTION MANAGEMENT

Construction Managers / Resident Engineers
(all CM's are Key Personnel) 🔑
Ashraf Mohamed, PE [1]
Tariq Malik, PE, CCM, QSD/P [1]
Juan Rojas, PE, QSD/P [1]
Majid Afanan, PE, QSD/P [1]
Ahmad Faqih, PE, QSD/P [1]
Moh'd Khalaileh, PE, QSD/P [1]
Zaid Afanan, PE, QSD/P [1]
Ayman Abdelbari, PE, PMP [1]
Alex Naime, PE, QSD/P [1]

Project Scheduler
Ayman Abdelbari, PE, PMP [1] *
Moh'd Khalaileh, PE, QSD/P [1] *

Labor Compliance
Moh'd Khalaileh, PE, QSD/P [1] *

SWPPP / Safety Coordinator
Dion Castro, ToR, QSD/P [1]

Utility Coordinator
Majid Afanan, PE, QSD/P [1]

ENGINEERING SUPPORT

Value Engineering
Ashraf Mohamed, PE [1] *
Tariq Malik, PE, CCM, QSD/P [1]*
Juan Rojas, PE, QSD/P [1] *
Majid Afanan, PE, QSD/P [1] *

Cost Estimating
Kurt Pegg, PE, QSD/P [1]*
Moh'd Khalaileh, PE, QSD/P [1]*

Constructability Review
Tariq Malik, PE, CCM, QSD/P [1]*

Office Engineer/Administration
Rhonda Abouazra [1]
Sarah Alina [1]
Anthony Montoya [1]

Architectural
Linda Francis [3]
Charles Lamb, RLA [3]

Surveying
Bill Henry, PLS [1]*

CAD Drafting/GIS Support
Ahmad Shalaldeh, EIT [1]*
Mark Jardiolin [1]*
Syed Afzal Biyabani [1]*

Pavement Management Support
Majid Afanan, PE, QSD/P [1] *
Tariq Malik, PE, CCM, QSD/P [1] *
Zaid Afanan, PE, QSD/P [1] *
Ahmad Shalaldeh, EIT [1]*
Dennis Parker [1] *
Crosby Rodriguez [1]
Awwad Kaddah [1]*

TESTING AND INSPECTION

Construction Inspector / Asst. Resident Engineer
Moh'd Khalaileh, PE, QSD/P [1] *
Zaid Afanan, PE, QSD/P [1] *
Ahmad Faqih, PE, QSD/P [1]*
Alex Naime, PE, QSD/P [1]*
Salvador Orozco [1] *
Dennis Parker [1]
Crosby Rodriguez [1]
Awwad Kaddah [1]*
Ahmad Shalaldeh, EIT [1]*
Mark Jardiolin [1]*
Syed Afzal Biyabani [1]*
Tim Dexter [1]
Alhakem Alina, PE [1]
Ahmed Hamasha [1]
Yazan Alfaqih [1]
Mostafa Bayoumi [1]
Bill Henry, PLS [1] *
Maliha Malik [1]
Nick Smith [1]
Attef Naime [1]
Walid Sudqi [1]
Anthony Montoya [1] *

(All names above will be available for emergency inspections and night work)

Electrical/Signal Inspector
Salvador Orozco [1] * 🔑

Material & Laboratory Testing
Johnny Rodriguez, PE [4] *
Mike Couture [4] *
David Pereya [4] *
Brandon Buffalo [4] *
Michael Baca [4] *
Adrian Lopez [4] *

Geotechnical / Exploratory Investigation
Johnny Rodriguez, PE [4] *
Mike Couture [4] *
David Pereya [4] *
Brandon Buffalo [4] *
Michael Baca [4] *
Adrian Lopez [4] *

Underground Utility Research
Majid Afanan, PE, QSD/P [1] *

GPS Site Photography
Sami Faqih [1]
Kevin Mindreau [1]

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
KURT PEGG, PE, QSD/P	Project Manager Constructability Review/Estimator	31	6

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.Sc. Civil Engineering University of Calgary, Alberta, Canada, 1990	• Licensed Professional Engineer (Civil) California #C54485 • Safety Trained Supervisor (STS) • QSD and QSP certification #25607

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | has 31 years of construction experience, serving as project manager and construction manager for heavy civil projects involving underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities. He started his career working for Caltrans in the Bridge Department in both Districts 4 and 12, completing his rotation through Sacramento with an emphasis on cost estimating. Kurt has served as resident engineer, structures representative, construction scheduler, cost estimator, and structure and roadway inspector. He manages and oversees construction administration and management activities of the agency's construction projects, supervises and assigns activities for staff and consultants, and reviews construction progress payments, costs, budgets, and schedules, enforcing contract requirements and negotiating change orders. He is responsible for the overall project operation, including safety. His experience extends to construction administration, including project scheduling, project controls, project management, and partnering and claims resolution, as well as planning, coordinating, and controlling a project from inception to completion to produce a functionally and financially viable project, completing on time and within authorized costs and to the required quality standards.

Training: 30-hour Cal OSHA, Defensive Driver, Harassment Prevention, Temporary Pedestrian, Safety Trained Supervisor (STS), First Aid Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC), SR-60/Truck Lanes Project, Cities of Beaumont & Moreno Valley, CA	2019-2022	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the Project performed with the current firm

Project Manager/Construction Manager. This project will add an additional lane in both the eastbound and westbound directions of SR-60 from Gillman Springs to Jack Rabbit Trail, through an area typically referred to as the "Badlands." Dedicated truck climbing lanes, truck descending lanes, and new inside and outside shoulder lanes. The Project includes moving approximately 2M CY of excavation, extensive drainage improvements and 108,000 CY ($20M) of new concrete pavement (JPCP). The Project includes the construction of JPCP lanes, drainage systems, concrete barriers, box culverts, wildlife paths, underground utilities, concrete structures, retaining walls, earthwork, storm drains, landscape irrigation, street markings and traffic signs, roadway excavation, grading, paving, trenching, landscape construction and inspection, roadway improvement, installation of temporary and ultimate signals and light systems. Mr. Pegg prepares and updates the project schedule from design through construction, identifies permitting and environmental requirements, assures quality control, reviews design submittals, performs constructability review, reviews design and construction contract amendments, responds to submittals and RFIs, processes CCOs and extra work invoices, processes pay estimates and provides public outreach services. During the pre-construction phase, Mr. Pegg was part of the constructability review team to improve project plans and specifications for biddability and constructability. It changed the structural pavement section, drainage, and overall project safety.

Cost: $96**M** | Start Date:01/2019 Completed: 04/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Beaumont, State Route 60/Potrero Boulevard Interchange, Beaumont, CA	2019	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if Project performed with the current firm

Project Manager/Construction Manager. This is a Federally Funded Project and was subject to Local Agency Guidelines. Mr. Pegg worked closely with the City of Beaumont and Caltrans. The Project extended Potrero Boulevard over the State Route 60 freeway with a new six-lane bridge and new freeway interchange. Work involved improvements connecting a ramp on Western Knolls to Potrero Boulevard north of the freeway and widening the freeway on both the north and south sides. The Project also required underground utility coordination, concrete structures, retaining walls, earthwork, and drainage improvements. This Project was combined with an additional project on the State Route 60 freeway to construct acceleration and deceleration lanes and median barriers in this area. Responsibilities included preparing and updating the project schedule, tracking project milestones, identifying permitting and environmental requirements, working closely with the structure

representative and design engineer on complex bridge-related issues and overseeing the construction, administration, and management activities; supervising and assigning the activities of staff and consultants, contractors, design engineers, and regulatory agencies, reviewing construction progress payments, costs, budgets, and schedules, processing submittals and RFIs, reviewing extra work invoices, processing pay estimates, assisting in public outreach services, negotiating change orders and enforcing contract requirements. Technical features include cast-in-place (CIP) post-tensioned box, jointed plain concrete pavement (JPCP) paving, numerous utility relocation, traffic control, shoring systems and detour road construction.

Cost: $14**M** | Start Date: 02/2018 Completed: 6/2019

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Murrieta, Guava Street Bridge Replacement, Murrieta, CA	2016-2018	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if Project performed with the current firm	

Project Manager/Construction Manager. This was a Federally Funded Project and was subject to Local Agency Guidelines. Mr. Pegg worked closely with the City of Murrieta and Utility Agencies such as Southern California Edison and Southern California Gas Company to ensure their facilities were adequately and timely installed into the new bridge structure. This Project replaced the existing structurally deficient Washington Avenue Bridge with a new five-span, cast-in-place pre-stressed (CIP/PS) concrete box girder bridge approximately 500 feet upstream and constructed roadway improvements on the Washington Avenue approach and constructed roadway approaches improvement on Guava Street between Adams Street and Washington Avenue. Improvements also included constructing signalized intersection at Adams Street, ADA compliant ramps, sidewalks, street lighting, striping and traffic signing, 40-foot-wide asphalt concrete (AC) paved travel way with 2-foot by 12-foot lanes with an 8-foot shoulder. Responsibilities included managing the project budget and minimizing exposure to risk, conducting progress meetings, coordinating with agencies and utilities, preparing cost estimates and construction specifications, overseeing the construction, administration, and management activities; supervising and assigning the activities of staff and consultants, contractors, design engineers, and regulatory agencies, reviewing construction progress payments, costs, budgets, and schedules; and negotiating change orders and enforcing contract requirements. Cost: $4.8**M** | Start Date: 10/2016 Completed: 06/2018

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Caltrans District 8: I-10/Jefferson Street Interchange, Indio, CA	2015-2017	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if Project performed with the current firm	

Project Manager: The Project involved the construction of two new bridges joined by a closure pour to create a new six-lane overcrossing with bicycle lanes on each side and a sidewalk on the northbound side. The new overcrossing over the I-10 Freeway required all the on and off-ramps to be realigned and upgraded, allowing for increased storage capacity and safer transitions on and off the freeway. New traffic signals were installed at EB and WB on and off-ramp intersections with the newly aligned Jefferson Street. Once traffic was switched to the new Jefferson Street Overcrossing, the existing Jefferson Street Overcrossing, and Indio Blvd. The Overcrossing was demolished and removed. This Project used the new Mass Concrete Specification in the bent footings, columns and bent caps. Type 1 retaining walls and mechanically stabilized earth (MSE) walls were constructed to retain the bridge approaches. Mr. Pegg was responsible for the overall operation of the Project and for completing the project to the owner's satisfaction, consistent with cost, schedule, and contractual requirements. Primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced, managing project risk, cost and schedule, and scheduling and managing the contractors and subcontractors.

Cost: $50M | Start Date: 03/2015 Completed: 08/2017

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Caltrans District 8: SR-91/215/60 Freeway Interchange Project, Riverside, CA	2004-2008	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if Project performed with the current firm	

Senior Project Manager: This unique Design Sequence Project included roadway widening, structures, retaining and sound walls, extensive drainage improvements, traffic safety improvements, new signals, and unique landscaping features. The Project features included four miles of high-occupancy vehicle (HOV) lanes and widened freeways on I-215, SR-60, and SR-91, new sound walls and retaining walls of various types throughout the Project, major improvements at eight local interchanges, and two sweeping "flyover" connector ramps between the I-215/SR-60 and SR-91. A new truck bypass connector leading from the southbound I-215 to the eastbound SR-60 and new bridges at Linden Street, Iowa Avenue, Blaine Street and Box Springs Road widened these arterials over the freeway and improved circulation for the local street system in the City of Riverside. This Project included boring a 40" storm drain underneath the existing 60 Freeway near the University of California Riverside campus. Kurt Pegg was fully responsible for the overall operation of the Project and to complete the Project to the satisfaction of the owner consistent with cost, schedule, and contractual requirements. His primary responsibilities included ensuring plans and specifications were aggressively monitored and requirements enforced; managing project risk; managing cost and schedule; and scheduling and managing contractors and subcontractors.

Cost: $300**M** | Start Date:03/2004 Completed: 06/2008

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ASHRAF MOHAMED, PE	Construction Manager	35	1

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Civil Engineering University of Alexandria, Egypt – 1982	Registered Professional Engineer/Civil in the State of California (C 53472)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Mohamed has over 35 years of progressive experience in civil engineering, project management, construction management, contract administration and extensive knowledge of Construction Engineering and Management. Ashraf has thorough experience in providing project and construction management services for heavy civil projects, including underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities. Pioneered the implementation of California Assembly Bill 2098 to provide Independent Quality Assurance and Oversight for the first Design/Built projects in Southern California; SR91Corridor Improvement Project (CIP) Toll Lanes and Route 15 Express Lanes (ELP). Ashraf has completed 150+ projects as Senior Project Manager/Construction Manager, mostly completed on schedule within budget and with minimal claims. Mr. Mohamed's experience extends to construction administration, including project scheduling, project controls, project management, and partnering and claims resolution, as well as planning, coordinating, and controlling a project from inception to completion to produce a functionally and financially viable project, completing on time and within authorized costs and to the required quality standards. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.

Training: 30-hour Cal OSHA, First Aid Training, Defensive Driver, Temporary Pedestrian, Harassment Prevention Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC) SR-91 Corridor Operations Project (COP), Corona, CA	2020-2022	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Project Manager/Construction Manager: The 91 COP adds a general-purpose (GP) lane approximately 2 miles in length in the WB direction on SR-91 from Green River Road to SR-241. This would involve adding approximately 9 feet of outside widening to SR-91 at some locations and restriping in others, widening the County Line Creek Bridge, constructing new retaining walls, reconstructing a portion of Green River Road, as well as paving, trenching, grading, reinforced concrete and concrete structures, underground utilities, storm drain, and replacing overhead signs. Mr. Mohamed is currently preparing and updating project schedules through all phases, tracking project milestones and deliverables, managing project budget, assuring quality control, reviewing submittals and requests for information (RFI), review of extra work invoices and contract change orders, coordinating activities and schedules with other entities involved in the project, including Caltrans Structures and Headquarters, coordination with the design engineer and project manager, preparing project as-built and structure closing documents in accordance with Local Assistance Procedures Manual (LAPM).

Cost: $Various Amount | **Start Date:** 02/2020 Completed: 04/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SR-60 / Moreno Beach Drive Interchange, City of Moreno Valley, CA	2021-Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Project Manager/Construction Manager: Moreno Beach Interchange consists of the following components: Replacing the existing Overcrossing Bridge, including raising the roadway profile, reconstruction & realignment, adding WB Aux lane, upgrading/adding stormwater drainage and off-site channel, replacing signals at the intersection of EB on/off- ramps and Moreno Beach Drive, adding ramp meters, striping ad traffic signing, concrete structures, street improvements, sidewalk improvements, utility relocations with Moreno Valley Utilities (MVU), Frontier, Southern California Edison (SCE), Eastern Municipal Water District (EMWD), the addition of bike lanes and related work on Moreno Beach Drive, new features including City Standard street lights and decorative bridge lights on Moreno Beach Drive, provisions for highway planting, irrigation, hardscape, and erosion control and National Pollutant Discharge Elimination System (NPDES) compliance for the entire

interchange. Mr. Mohamed tracks and monitors project milestones and deliverables, manages project budget and minimizes exposure to risk, assures quality control, conducts meetings, performs design submittal review, prepares pay estimates, verifies contract change orders and extra work invoices, and reviews punch lists.

Cost: $25M | **Start Date:** 06/2021 Completed: Ongoing

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR-83-Euclid Ave, Improvements, CA/ City of Chino Hills-Private development	2021-2022	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Project Manager/Construction Manager: Euclid Ave Improvements project consists of the construction of right-turn lanes, right-in/right-out driveways, full access driveway leading to the proposed Euclid Commerce Center (private development), reconstruction of the existing vegetated drainage channel, upgrading drainage inlets and storm drain pipes, sidewalk, underground utility coordination, Jack-and-bore steel casing across SR-83 and a recycled water main extension to serve the Euclid Commerce Center, street lighting improvements, landscape and irrigation. Mr. Mohamed tracks and monitors project milestones and deliverables, manages project budget, minimizes exposure to risk, assures quality control, conducts meetings, performs design submittal review, prepares pay estimates, verifies contract change orders and extra work invoices, and reviews RFIs and submittals.

Cost: $3M | Start Date: 07/2021 Completed: 05/2022

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Various Projects for the California Department of Transportation (Caltrans), CA	1988-2020	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with the current firm	

Project Manager/Construction Manager: Mr. Mohamed supervises, delegates, and trains Junior Resident Engineers, Senior Resident Engineers and Oversight Engineers, leading complex engineering work and administering/Oversighting construction contracts. Mr. Mohamed served as project manager/construction manager for eight (8) projects delivered during this period: 2 Major Oversight projects, a $400 Million Design/Built-in Riverside County constructing Express Lanes @ Route 15 sponsored by Riverside County Transportation Commission (RCTC) and a $26 Million project constructing a new Interchange @ SR-60 at Potrero Road sponsored by Beaumont City, three (3) rehabs projects, $8 Million hot mix asphalt (HMA) pavement, $12 Million replace traffic strip, $1.5 Bridge rehab, 3 Emergency projects, $5 Million Slab replacement, $2.5 Bridge repairs, $0.5 Million Box culvert.

Project Manager/Construction Manager (2014-2018): Mr. Mohamed provided project and construction management of all activities on a $1.4 Billion Corridor Improvement Project (CIP), the largest and fastest Design/Built project in Southern California, constructing 18-miles of Toll Lanes @ the SR91. Ashraf successfully helped in completing the project through keen oversight and coordination between the Sponsoring Agency Riverside County Transportation Commission (RCTC) and Caltrans various departments, including R/W acquisitions, utility relocations, permits, Traffic Operations, Traffic Management Center, Oversight Structure Manager, Oversight Electrical Engineer, Oversight Landscape Architecture Engineer, and Maintenance supervisors. He supervised and provided technical leadership to all roadway Independent Quality Assurance (IQA) inspectors assigned to the sponsoring agency, RCTC.

Cost: $Various Amounts | **Start Date:**1/1988 Completed: 12/2020

E. Resumes of Key Personnel Proposed for This Contract
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TARIQ MALIK, PE, CCM, QSD/P	Construction Manager	20	13

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS Civil Engineering, CSULB (Emphasis in Construction Management) – 2000 B.Sc. Civil Engineering (with Honors), Peshawar, Pakistan – 1997	Registered Professional Engineer/Civil in the State of California License #79653 CCM #13449 Qualified SWPPP QSD/P #23298

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Award for Excellence - Henry Ford Grade Separation, CA; Global Excellence Award - Pitt River Bridge, Vancouver

KEY PERSONNEL | Mr. Malik has extensive experience in project management, construction management, and contract administration (Caltrans projects or with Caltrans Oversight) in compliance with the Local Assistance Procedures Manual (LAPM) and Federal Highway Administration (FHWA) on various types of heavy civil projects, including underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities. He coordinates material inspection/certification with the Materials Engineering and Testing Services (METS) laboratory. Mr. Malik's experience extends to construction administration, including project scheduling, project controls, project management, value engineering, partnering, and claims resolution, as well as planning, coordinating, and controlling a project from inception to completion to produce a functionally and financially viable project, completing on time and within authorized costs and to the required quality standards. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.

Training: 30-hour Cal OSHA, Defensive Driver, Temporary Pedestrian, Harassment Prevention Training, COVID-19 Prevention Training, AQMD Dust Control, First Aid Training, BNSF eRailSafe # 806593

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC), SR-60/Truck Lanes Project, Cities of Moreno Valley & Beaumont, California	2019-2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: During the pre-construction phase, Mr. Malik was part of the constructability review team to improve project plans and specifications for biddability and constructability and made changes to the structural pavement section, drainage, and overall project safety. The project includes the construction of jointed plain concrete pavement (JPCP) lanes, drainage systems, concrete barriers, box culverts, wildlife paths, underground utilities, concrete structures, retaining walls, earthwork, storm drains, landscape irrigation and street markings and traffic signs. Mr. Malik monitors roadway excavation, grading, paving, trenching, landscape construction and inspection, the construction of embankment and roadway improvements, and installation of temporary and ultimate signals and light systems. He prepares and updates the project schedule from design through construction, identifies permitting and environmental requirements, assures quality control, reviews design submittals, performs constructability review, reviews design and construction contract amendments, responds to submittals and requests for information (RFIs), processes contract change order (CCOs), and extra work invoices, processes pay estimates and provides public outreach services.

Cost: $96M | Start Date: 01/2019 Completed: Ongoing 04/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC), SR-91 Corridor Operations Project (COP), Corona, CA	2020-2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: The 91 COP adds a general-purpose lane approximately 2 miles in length in the WB direction on SR-91 from Green River Road to SR-241.This would involve adding approximately 9 feet of outside widening to SR-91 at some locations and restriping in others, widening the County Line Creek Bridge, constructing new retaining walls approximately 3,200 feet in length and approximately 6 - 28 feet in

height on the north side of SR-91, reconstructing a portion of Green River Road, as well as paving, trenching, grading, reinforced concrete and concrete structures, underground utilities, storm drain, and replacing overhead signs. Mr. Malik is responsible for preparing and updating project schedules through all phases, tracking project milestones and deliverables, managing project budget, assuring quality control, reviewing submittals and requests for information (RFIs), review of extra work invoices and contract change orders, coordinating activities and schedules with other entities involved in the project, including Caltrans Structures and Headquarters, coordination with the design engineer and project manager, preparing project as-built and structure closing documents in accordance with Local Assistance Procedures Manual (LAPM).

Cost: $22M | Start Date: 11/2020 Completed: 02/2022

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Beaumont, SR-60/Potrero Avenue Interchange Project, Beaumont, CA	2018-2019	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: This is a Federally Funded Project and is subject to Local Agency GuidelinesSR-60 Potrero includes constructing a new bridge over SR-60, the widening and realignment of Potrero and Western Knowles, and the addition of acceleration/deceleration lanes from Western Knowles to the SR-60 WB. Mr. Malik was responsible for preparing and updating the project schedule, identifying permitting and environmental requirements, ensuring quality control, reviewing design submittals, reviewing design and construction contract amendments, monitoring and verifying extra work invoices, coordinating field testing, and sampling. Mr. Malik was also part of the constructability review team for the project

Cost: $14M | Start Date: 02/2018 Completed: 06/2019

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
County of Riverside (RCTD): Clinton Keith Road Improvements in Murrieta and French Valley, CA Guava Street Bridge, City of Murrieta, CA	2016-2018	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: This $23.5M project includes the construction of 1.75 miles of four new lanes of Clinton Keith Road, a box girder bridge over Warm Springs Creek, new traffic signals at the intersections, modification of existing traffic signal, drainage improvements, street excavation, paving, trenching, grading, construction of curb and gutter, driveways, sidewalk, bus pads, curb ramps, concrete barrier, roadside signs, fence, thermoplastic markings, striping and traffic signing, as well as underground utilities, storm drain, and landscape irrigation. Tariq is responsible for updating the project schedule, identifying permitting and environmental requirements, assuring quality control, reviewing design submittals, performing constructability review, reviewing design and construction contract amendments, preparing monthly progress pay estimates, reviewing extra work invoices and contract change orders, conducting weekly progress meetings, and verifying National Pollutant Discharge Elimination System (NPDES) compliance.

Cost: $23.5M | Start Date: 5/2016 Completed: 8/2018

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
I-215/Van Buren Interchange Improvement Project, County of Riverside, CA	2012-2015	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: This project included replacing the existing realignment of Van Buren Boulevard, a new overcrossing bridge over 1-215 freeway, a new hook-type ramp, auxiliary lanes added to the mainline and the southbound main lane on I-215, a concrete barrier, retaining wall, traffic signals, underground utilities, drainage improvements, landscaping, sidewalks, traffic striping and signing. Mr. Malik was responsible for preparing and updating the project schedule from design through construction, identifying permitting and environmental requirements, assuring quality control, reviewing design submittals, performing constructability review, reviewing design and construction contract amendments, preparing monthly progress pay estimates, reviewing submittals and requests for information (RFIs), maintained as-builts and prepared a project report post-construction phase in accordance with Local Assistance Procedures Manual (LAPM). Tariq coordinated materials testing, source inspection, surveying, and participated in verifying National Pollutant Discharge Elimination System (NPDES) compliance.

Cost: $32M | Start Date:07/2012 Completed: 07/2015

E. Resumes of Key Personnel Proposed for This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JUAN ROJAS, PE, QSD/P	**Construction Manager**	34	8

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BSCE - Civil Engineering, Peru – 1987 Geotechnical Research - Tsukuba, Japan – 1988 Field Engineering -Polytechnic University of Cataluña Barcelona, Spain - 1990	Licensed Professional Engineer (Civil) California # C60099 QSD/QSP #21795 CASQA

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Rojas has over 34 of experience in the project management, construction management, and inspection of heavy civil projects that involve underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities. He has extensive experience managing projects requiring interfacing and coordinating with Caltrans-Local Assistance Program, Counties, Funding Agencies (Local, State, Federal- Federal Highway Administration [FHWA]), railroad & utility companies, environmental and regulatory agencies. His experience extends to construction administration, including project scheduling, project controls, project management, and partnering and claims resolution, as well as planning, coordinating, and controlling a project from inception to completion to produce a functionally and financially viable project, completing on time and within authorized costs and to the required quality standards. Mr. Rojas is well versed with project documentation, including filing electronic and hard copies, schedule reviews, monitoring budgets and technical requirements, supervising subordinate staff and monitoring document control, ensuring submittal and requests for information (RFIs) are responded with the allotted time, all incoming/outgoing documents, and reports are filed and linked electronically, various project logs are updated, and review/implement applicable project codes. Mr. Rojas is a certified Qualified SWPPP Developer & Practitioner (QSD/QSP), has excellent knowledge of Caltrans Manuals, Specifications, and Procedures, and has excellent knowledge of Caltrans manuals and Specifications and procedures.

Training: 30-hour Cal OSHA, Defensive Driver, Temporary Pedestrian, Harassment Prevention, COVID-19 Prevention Training, First Aid Training, BNSF eRailSafe 806550

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC): SR-91/Corridor Project (COP), Corona, CA	2020-2022	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Resident Engineer: The 91 COP adds a general-purpose lane approximately 2 miles in length in the WB direction on SR-91 from Green River Road to SR-241.This would involve adding approximately 9 feet of outside widening to SR-91 at some locations and restriping in others, widening the County Line Creek Bridge, constructing new retaining walls approximately 3,200 feet in length and approximately 6 - 28 feet in height on the north side of SR-91, reconstructing a portion of Green River Road, as well as paving, trenching, grading, reinforced concrete and concrete structures, underground utilities, storm drain, and replacing overhead signs. Mr. Rojas is responsible for preparing and updating project schedules through all phases, tracking project milestones and deliverables, managing project budget, assuring quality control, reviewing submittals and requests for information (RFIs), review of extra work invoices and contract change orders, coordinating activities and schedules with other entities involved in the project, including Caltrans Structures and Headquarters, coordination with the design engineer and project manager, preparing project as-built and structure closing documents in accordance with Local Assistance Procedures Manual (LAPM). Cost: $22M | **Start Date:** 11/2020 Completed: 02/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
County of Riverside Transportation Department (RCTD) Limonite Avenue at Interstate I-15 Interchange Improvements Project in the Cities of Eastvale and Jurupa Valley, CA	2018-2020	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Resident Engineer: Limonite Avenue Interchange Project is a $39.6M project located at Limonite Avenue at Interstate 15 in the cities of Eastvale and Jurupa Valley. The project involves the reconstruction of the existing diamond interchange to a partial cloverleaf interchange with spread diamond ramps, loop entrance ramps, and new overcrossing at Interstate 15 and Limonite Avenue. The proposed improvements demolished the existing bridge and replaced it with a new bridge, widening of Limonite Avenue, the addition of auxiliary lanes

on I-15 prior to and after a tie on and off-ramps, drainage, lighting and sign improvements, ramp metering on all on-ramps, signal modifications, relocation of various utilities, and Class II bike lanes. Mr. Rojas supervises a staff of 8 project personnel. He ensures that the project documentation is kept by the Local Assistance Procedures Manual using Caltrans filing system and meets State and County requirements. He performs reviews and approves shop drawings, falsework, and shoring plans. *CMAA- Award for the Project of the Year for RCTD: I-15/Limonite Interchange.*

Cost: $39.6M | Start Date: 8/2018 Completed: 2/2020

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
I-15/SR-79 South Ultimate Interchange, City of Temecula, CA	2017-2019	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Resident Engineer: I-15/SR-79 South Ultimate Interchange Project is a $23.6M project located at Interstate 15 with the State Route 79 in the City of Temecula. The project involved freeway improvement, roadway widening and rehabilitation, ramps improvement and realignment, earthwork, grading, asphalt concrete (AC) paving, concrete retaining walls, roadway excavation, exported soils, drainage pipes, minor concrete structures, concrete curb and gutter, traffic control, signing, striping, traffic and ramp meter signals, Class II bike lanes, irrigation and landscape, erosion control, existing AM/PM gas station demolition and removal of underground storage tanks, utility relocations power lines, sewer line, and water lines, modification of the traffic signal at the ramp intersections, lighting system, and construction of overhead signs. Mr. Rojas is tracking and monitoring project milestones and deliverables, managing project budget and minimizing exposure to risk, assuring quality control, conducting meetings, performing design submittal review, preparing pay estimates, verifying contract change orders and extra work invoices, reviewing requests for information (RFIs), and submittals. Cost: $23.6**M | Start Date: 0**3/2017 Completed: 06/2019

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
San Bernardino County Transportation Authority (SBCTA): I-10/Cherry Avenue Interchange Project, Fontana, CA	2012-2016	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Resident Engineer: This project involved the reconstruction of an interchange, adding a new loop on-ramp, widening existing ramps, HMA paving of local streets, widening Cherry Avenue, drainage improvements, metal beam guardrail installation, traffic signals, curb ramps, sidewalk, landscape irrigation, and coordination of underground utilities. Mr. Rojas performed constructability review, oversaw quality control throughout the project, monitored project milestones and deliverables managed project budget and minimized exposure to risk, assured quality control, conducted meetings, performed design submittal review, prepared pay estimates, verified contract change orders and extra work invoices, and reviewed requests for information (RFIs), and submittals.

Cost: $50M | Start Date: 10/2012 Completed: 07/2016

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Moreno Valley: SR-60/Nason St. Overcrossing, Moreno Valley, California	2012-2015	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Resident Engineer: This $13M project consisted of widening Nason Street, hot mix asphalt (HMA) paving, raising the profile of Nason Street, adjusting and widening freeway ramps, intersection improvements to meet the new profile grade, new traffic signals, ADA ramps, sidewalks, streetlights extensive hardscaping, utilities, drainage improvements, replacing the existing 2-lane bridge and 1500-ft long sound wall. Mr. Rojas' duties included extensive coordination with inspection and administration staff as this was an accelerated project, and proper documentation was critical for State and Federal reimbursement. Juan was instrumental in preparing and submitting monthly progress pay estimates, filing all incoming and outgoing emails and letters electronically and maintaining hard copies, ensuring all daily inspection dairies were prepared promptly along with photo records, verification of materials testing reports, maintenance of an updated log for requests for information (RFIs), submittals, test reports, Labor Compliance Interviews, enforce Safety and Health work, enforce SWPPP/Best Management Practices, As-built plans, etc. ***This project won the "CMAA" and "APWA" award**s for a project of the year.*

Cost: $13M | Start Date: 04/2012 Completed: 07/2015

E. Resumes of Key Personnel Proposed for This Contract
(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
MAJID AFANAN, PE, QSD/P	Construction Manager	32	1

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc.,

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S., Civil Engineering, University of Houston, TX, 1986	Licensed Professional Civil Engineer, CA No. C 50699 Certified QSD/QSP No. 26167

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Afanan has over 31 years of experience, emphasizing Caltrans projects' design, construction, and engineering. He has worked as a Construction Branch Chief, Senior Project Manager, Construction Manager, and Resident Engineer throughout his contract administration career. He is intensely aware of the need to adhere to contract documents and public construction contract laws and rules set by Federal, state, and local agencies when administering construction contracts. His professional assets include:

- Proven success with a history of completing projects under budget, on time, and without claims. While employed with the California Department of Transportation, he was recognized as a problem solver and assigned to complex projects requiring coordination with multiple partners and government agencies.
- Expert abilities in QA/QC of multi-disciplinary plans, including civil, electrical, mechanical, structural, and environmental engineering.

Mr. Afanan has over 15 years of experience as a Sr. Construction Engineer administering public contracts for Caltrans. He has completed over 50 Caltrans projects, including heavy civil projects consisting of underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities.

Training:

Project Scheduling Training, Critical Path Method (CPM) – Time Impact Analysis – Primavera, Claims Resolutions Process Workshop
Dispute Review Board Member Training Offered by DRB Foundation – DRB Member Candidates List, Management Training Plans (MTP)
Supervisory Training Program Workshops, Resident Engineer Workshop and Resident Engineer Academy, Contract Administration Seminars, Risk Management Training, Defensive Driver, Temporary Pedestrian Facilities Training, COVID-19 Prevention Training, First Aid

Construction Branch19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Construction Management for SR-60 Truck Climbing Lane Project, Riverside County Transportation Commission, Riverside County, CA	2019/2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: The project includes the construction of JPCP lanes, drainage systems, concrete barriers, box culverts, wildlife paths, underground utilities, concrete structures, retaining walls, earthwork, storm drains, landscape irrigation, street markings and traffic signs, roadway excavation, grading, paving, trenching, landscape construction and inspection, roadway improvement, installation of temporary and ultimate signals and light systems. Mr. Afanan prepares and updates the project schedule from design through construction, identifies permitting and environmental requirements, assures quality control, reviews design submittals, performs constructability review, reviews design and construction contract amendments, responds to submittals and requests for information (RFIs), processes contract change orders (CCOs) and extra work invoices, processes pay estimates and provides public outreach services. Mr. Afanan was part of the constructability review team during the pre-construction phase to improve project plans and specifications for biddability and constructability and made changes to the structural pavement section, drainage, and overall project safety. Cost: $96M | Start Date: 1/2019 Completed: 04/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Construction Management for I-15/Limonite Interchange Project, Riverside County Transportation Department, Riverside, CA	2018-2020	2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager: This project involved the reconstruction of the existing tight diamond interchange to a partial cloverleaf interchange with spread diamond ramps, loop entrance ramps, and replacing existing overcrossing at Interstate 15 and Limonite Avenue, including demolishing the existing bridge and replaced with a new bridge, widening Limonite Avenue (near the interstate 15); addition of auxiliary lanes on I-15 before and after the on and off-ramps, roadway improvement, grading, paving, drainage, landscape irrigation, lighting improvements street marking and traffic sign installation, ramp metering on all on-ramps, and signal modifications. Mr. Afanan prepares and updates the project schedule from design through construction, identifies permitting and environmental requirements, assures quality control, reviews design submittals, performs constructability review, reviews design and construction contract amendments, responds to submittals requests for information (RFIs), processes contract change orders (CCOs) and extra work invoices, processes pay estimates and provides public outreach services. Cost: $39.6M | Start Date: 8/2018 Completed: 2/2020

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR-58 Freeway Realignment, Hinkley, CA, Construction, Caltrans District 8	2014-2016	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with the current firm	

Construction Branch Chief / Construction Engineer: Mr. Afanan served as Construction Engineer on this $125M, 8-mile realignment of the existing SR 58, supervising field staff, providing training, tools and equipment, resolving major and complicated issues, approving Contract Change Orders, resolves Potential Claims, and coaches Resident Engineers on Claims resolution process.
This project included the construction of two lanes in each direction of concrete pavement, two interchanges, and major drainage systems. A major challenge to the completion of the project was the construction during the drought and project specifications that called for the construction of five million cubic yards of embankments, without using water. Another issue was finding any water source due to underground water contamination in the area. It was determined in the field that this would be difficult to achieve and likely result in a large claim. The project team could satisfactorily resolve the issues and progress the construction without impact.

Responsibilities included but were not limited to planning, scheduling, and exercising supervisory authority over all engineering work in the field. Monitoring and maintaining construction-engineering quality control in the field. Providing technical guidance to support construction operations in accordance with the Department of Transportation rules and procedures. Determining budget estimates and staffing requirements for the defined scope of work, Providing performance reviews and development plans for subordinates. Maintaining a close working relationship with all project stakeholders, including design engineering, various functional units, contractors, and subcontractors.

Cost: $125M | Start Date: 04/2014 Completed: 12/2015

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
I-40 Freeway Rehabilitation and AC Overlay (Approx. 145 miles), Barstow/ Needles CA, Caltrans District 08	2008 -.2015	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with the current firm	

Construction Branch Chief / Construction Engineer: Mr. Afanan served as Construction Engineer on Multiple sequential projects to improve Rte. 40 from Barstow to Needles, CA (approx.145 miles) supervising multiple Resident Engineers and field staff, provides training, tools and equipment, resolves major and complicated issues, approves Contract Change Orders, resolves Potential Claims and coaches Resident Engineers on the Claims resolution process. Work included grinding portions of existing pavement and overlaying with high-quality HMA, striping and pavement delineation, and metal beam guard railings.

The project's major challenge was managing resources while working in remote areas in the middle of the desert, requiring 2-3 hours daily of travel time to the projects that were not counted for during planning. All projects were completed within budget by staggering shifts and selecting the proper staff for the assigned tasks. The second challenge was maintaining traffic, especially during major events and holidays, since I-40 is a two-lane freeway.

Responsibilities included but were not limited to planning, scheduling, and exercising supervisory authority over all engineering work in the field. Monitoring and maintaining construction-engineering quality control in the field. Providing technical guidance to support construction operations in accordance with the Department of Transportation rules and procedures. Determining budget estimates and staffing requirements for the defined scope of work, Providing performance reviews and development plans for subordinates. Maintaining a close working relationship with all project stakeholders, including design engineering, various functional units, contractors, and subcontractors. **Cost: $500 M +** | **Start** 05/2008 Completed 12/2015

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
I -15 Truck Acceleration/Deceleration Lanes project, Caltrans District 8, Mountain Pass CA	2008-2010	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with the current firm	

Construction Branch Chief / Construction Engineer: Mr. Afanan served as Construction Engineer on this remote project just south of the California/ Nevada state line, supervising field staff, providing training, tools, and equipment, resolving major and complicated issues, approving Contract Change Orders, resolves Potential Claims and coaches the Resident Engineer on Claims resolution process. The Project included blasting operations for rock and earthwork removal; bridge widening; retaining walls; asphalt paving; Portland cement paving; and metal beam guard railings. This project included the construction of two additional lanes to the I-15 at Mountain Pass. The Project's major challenge was public and businesses outreach for the blasting activities of full Freeway closures. The timing of closures was carefully chosen to minimize the impacts on the traveling public and surrounding businesses. Another challenge was managing staff in this remote area and keeping project budgets under control. Responsibilities included but were not limited to planning, scheduling, and exercising supervisory authority over all engineering work in the field. Monitoring and maintaining construction-engineering quality control in the field. Providing technical guidance to support construction operations in accordance with the Department of Transportation rules and procedures. Determining budget estimates and staffing requirements for the defined scope of work, Providing performance reviews and development plans for subordinates. Maintaining a close working relationship with all the project stakeholders including design engineering, various functional units, contractors, and subcontractors. Cost: $95 M | **Start 5/2008 Completed 10/2010**

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
AHMAD FAQIH, PE, QSD/P	Construction Manager/Construction Inspector	14	14

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Civil Engineering California State Polytechnic University Pomona – 2010	Registered Professional Engineer/Civil in the State of California (C 88068) QSD/QSP (26614)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Faqih has an excellent working knowledge of construction management and inspection of heavy civil projects that include underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, reclaimed water pipelines, landscape construction, potable water treatment facilities. He is familiar with the Caltrans Standard Specifications and Plans. Mr. Faqih is experienced in construction management, construction inspection, safety inspection, calculating quantities for payment, reporting daily construction activities, scheduling testing, survey, Construction Zone Enhanced Enforcement Program (COZEEP), materials, & closures. Mr. Faqih's strengths include generating bridge grades from the 50-scale/4-scale plan, reviewing concrete mix designs, and reviewing shop drawings, including quality control plan & submittals for various structural elements. His experience includes the design & construction support of major and minor structures. Mr. Faqih is experienced in project scheduling, project controls, project management, and partnering and claims resolution, as well as field inspection, setting up and maintaining project files, processing progress payments, maintaining various logs including submittals, requests for information (RFIs), correspondence, etc., and is proficient with various computer software.

Training: 30-hour Cal OSHA, First Aid Training, Defensive Driver, Temporary Pedestrian, Harassment Prevention Training, ACI Grade 1 Certification #02101714, BNSF eRailSafe 806546

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Department (RCTD) Hamner Avenue Bridge Replacement Project, Norco, CA	2020-Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Construction Inspector: This $49M project includes roadway improvement, extensive earthwork, grading, hot mix asphalt (HMA) paving, jointed plain concrete pavement (JPCP), bridge replacement, drainage, and signals improvement. Mr. Faqih is responsible for inspection of field activities, including CIDH pile installation, traffic control, asphalt concrete (AC) paving, sidewalk, underground utilities construction inspection, paving, trenching, concrete flatwork, retaining walls, drainage improvements, water pipeline, and ensuring compliance with National Pollutant Discharge Elimination System (NPDES) requirements. He inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment. He conducts field and project progress meetings, responds to submittals and requests for information (RFIs), prepares change orders, processes monthly progress pay estimates, reviews extra work invoices, and ensures labor compliance.

Cost: $49 | Start Date: 10/2020 Completed: Ongoing

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Department (On-call) Temescal Canyon Road Widening, Riverside County, CA	2019-Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Construction Inspector: The project consists of widening Temescal Canyon Road from two lanes to four lanes through Corona from Dos Lagos to Dawson Canyon Road. This section of Temescal Canyon Road is the only alternate route to the I-15 through the area. The project involves earthwork to widen the road and cut slopes, paving, extensive underground and overhead utility relocations, drainage, concrete and roadway improvements, sidewalk and curb ramps, driveways, intersection improvements, striping, and traffic signing. Mr. Faqih is responsible for inspecting daily activities, tracking quantities for payment, verifying extra work activities and invoices, and coordinating activities and schedules with other entities involved in the project, including surveying and third-party sampling and testing services. He inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment.

Cost: $Var**ious Amount | Start Date: 8/2019 Completed: Ongoing**

c. (1) TITLE AND LOCATION (City and State) — (2) YEAR COMPLETED

	SR-60 / Potrero Avenue Interchange Project, City of Beaumont, CA	PROFESSIONAL SERVICES 2018-2019	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager/Construction Inspector: SR-60 Potrero includes constructing a new bridge over SR-60, the widening and realignment of Potrero and Western Knowles, and the addition of acceleration/deceleration lanes from Western Knowles to the SR-60 WB. Mr. Faqih was responsible for field inspection, safety inspection & reporting of daily construction activities, including structure excavation, driven piles, bridge footing and columns, new drainage systems, and utility relocations. He inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment. He prepared and verified field measurements for payment, monitored and verified extra work invoices, and coordinated field testing and sampling. **Cost: $14M | Start Date: 2/2018 Completed: 8/2019**		
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	Caltrans District 5 • SR-1 / Sheridan Left Turn Lanes, Oceano, CA (2017) • SR-264 Paving, Buellton, CA (2017) • SR-264 Slurry Seal, Buellton, CA (2017)	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager/Construction Inspector: The project to widen Route 1 to add left-turn lanes at Sheridan Road Intersection. The project involved the removal of 423 Eucalyptus Trees, asphalt removal, asphalt cold planning, earthwork for new roadway lane, and paving of rubberized hot mix asphalt (RHMA), installing drainage crossings, drainage inlets and outlets, roadway signs, and new striping configuration. **Project Cost: $3M | Length of Time Spent o**n Project: (9/2017-12/2017) Roadway Inspector for the project to repair failed roadway areas, cold plane roadway, and repave RHMA on Route 264 from Route 101/264 separation to Santa Rosa Creek (~6 miles). **Project Cost: $9M | Length of Time Spent o**n Project: (05/2017-9/2017) Lead Roadway Inspector for the project to slurry seal (type III) the roadway of Route 264 from 101/264 separation to Buellflat Rock Road (~2 miles) Cost: $2M | (05/2017 - 06/2017) Start Date: 05/2017 Completed: 12/2017		
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	County of Los Angeles On-Call Construction Engineering Services Willowbrook Green Alley, Willowbrook, CA	PROFESSIONAL SERVICES 2016-2017	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager: Mr. Faqih was a Construction Inspector for Green Alley Project to reconstruct and improve two alleyways in the Willowbrook Community. The project consisted of curb ramp (bulb-outs) and driveway reconstruction at the alley entrances, crosswalk enhancements, pedestrian lighting, monument signs, construction of stamped patterned and colored concrete pavement, permeable concrete unit pavers, decorative living walls, asphalt concrete (AC) paving, drainage structures, curb and gutter, sidewalk, landscaping, and the performance of other appurtenant work. Responsibilities included inspecting and documenting work, field measuring quantities, preparing progress pay estimates, coordinating the work with the contractor to minimize the impact on residents and the public, coordinating with the designer and Resident Engineer to resolve conflicts in the plans, scheduling compaction, and material's testing, and verifying ADA compliance of sidewalks and curb ramps. **Cost: $740,000 | Start Date:1/2016** Completed: 5/2017		

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
MOHAMMAD KHALAILEH, PE, QSD/P	Construction Manager/Construction Inspector Constructability Review/Labor Compliance	9	9

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Electronics Engineering, Princess Sumaya University for Technology, Amman, Jordan - 2000	Registered Professional Engineer/Civil in the State of California, #85544 QSD/QSP #25946

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Khalaileh has construction and electrical inspection, construction management, office engineering, contract administration and labor compliance experience (Caltrans projects or with Caltrans Oversight) in compliance with Local Assistance Procedures Manual (LAPM) and Federal Highway Administration (FHWA), working on various types of heavy civil projects that include underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, reclaimed water pipelines, landscape construction, and electrical facilities. Mr. Khalaileh has an in-depth knowledge of Caltrans construction manuals in highway and structures disciplines, Caltrans standard filing system, materials inspection & certification procedures, and documentation; quantity take-offs & field measurement verification, progress estimate review, review of submittals, and RFI's. Mr. Khalaileh's expertise extends to his familiarity with Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements, and equal employment opportunity compliance (EEOC) monitoring. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.

Training:10-hour Cal OSHA, Defensive Driver, Temporary Pedestrian, Harassment Prevention Training, COVID-19 Prevention Training, First Aid Training, BNSF eRailSafe # 806592

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC), SR-60 Truck Lanes Project, Cities of Moreno Valley & Beaumont, CA	2020-2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Construction Inspector: Mohammad provides Structural, Electrical, Roadway support for this project, including the construction of dedicated lanes for trucks on SR-60 for a stretch of 4.5 miles in both directions between the cities of Moreno Valley and Beaumont; the project includes the construction of jointed plain concrete pavement (JPCP) and asphalt lanes, drainage systems, concrete barriers, box culverts, wildlife paths, underground utilities, concrete structures, retaining walls, earthwork, storm drains, landscape irrigation and street markings and traffic signs. The project also involves Environmental, Biological, and Paleo restrictions; work includes monitoring roadway excavation, grading, paving, trenching, landscape construction and inspection, the construction of embankment and roadway improvements, and installation of temporary and ultimate signals and light systems. Mohammad inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment reports, reviews compaction and materials testing reports, maintains necessary records of daily operations, facilitates contract negotiations, inspects traffic control setup and maintenance, assists the Resident Engineer in responding to submittals and requests for information (RFIs), processes contract change order (CCOs), and extra work invoices, and processing pay estimates.

Cost: $96M | Start Date: 1/2019 Completed: 04/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Temecula: I-15/SR-79 South Ultimate Interchange, Temecula, CA	2017-2019	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Construction Inspector: Mohammad provided Structural, Roadway, and Electrical inspection on this project that included the construction of a new bridge cast-in-place (CIP) box girder, new loop ramp and realignment of existing ramps; work included monitoring various roadway activities like street excavation, paving, grading, trenching, embankment and roadway improvements, installation of temporary and ultimate signals, street marking, traffic sign installation, underground utilities, concrete structures, retaining walls, drainage improvements, earthwork, and landscape irrigation. He inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports, conducted project progress meetings, provided public outreach services, reviewed contract documents to perform a constructability review, processed contract change

orders, responded to submittals and requests for information (RFIs), and prepared progress pay estimates. Mohammad also assisted with scheduling third-party materials testing services, National Pollutant Discharge Elimination System (NPDES) compliance, and overall project safety. Cost: $23.6M | Start Date: 3/2017 Completed: 6/2019

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
LA County Department of Public Works (LACDPW) "As-Needed" Construction Inspection Services (PW14041), Los Angeles County, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2016-Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Construction Inspector: Mohammad was selected as a Resident Engineer/Inspector for the County of LA on-call contract on the following street rehabilitation projects; the projects include street improvements, roadway excavation, paving, grading, trenching, asphalt concrete (AC) overlay sidewalk, curb ramps, and driveway reconstruction, in addition to underground utilities, storm drain, landscape irrigation, street markings and traffic sign installation, National Pollutant Discharge Elimination System (NPDES) compliance. Mohammad inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports, monitored traffic control setup and maintenance, made recommendations on change orders, reviewed as-built drawings, prepared monthly pay estimates, observed third party sampling and testing for conformance with contract specifications. He also assisted in processing requests for information (RFIs) and submittals, monitoring change orders, coordinating with design engineers and project managers, and reviewing punch lists for the contractor on the following projects:

Slauson Avenue Revitalization, LACDPW $3M+. Length of Time Spent on Project: 8/2016–Ongoing

- This project includes the resurfacing of roadway pavement tire rubber modified asphalt concrete, reconstruction of curb and gutter, sidewalk, driveways, curb ramps, construction of concrete pavement, crosswalks, streetscape improvements, and performance of other appurtenant work.

Firestone Blvd. Street Rehabilitation, LACDPW $2.4M+. Length of Time Spent on Project: 8/2016–Ongoing

- This project includes resurfacing roadway pavement tire rubber modified asphalt concrete, reconstruction of curb and gutter, sidewalk, driveways, curb ramps, construction of concrete pavement and crosswalks, streetscape improvements, and the performance of other appurtenant work.

Cost: $13.5M | Start Date: 1/2016 Completed: Ongoing (est. 1/2024)

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
County of Riverside, Magnolia Avenue Grade Separation, Corona, Riverside County, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2014-2017	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project was performed with the current firm	

Construction Manager/Construction Inspector: Mohammad performed Construction Inspection on this $35M project, including roadway, electrical, signal inspection, and office engineering role on closing Magnolia Ave Grade Separation project over the BNSF double tracks on Magnolia Avenue between Lincoln Avenue and Buchanan Street in the City of Home Gardens. Mohammad inspected hot mix asphalt (HMA) and Portland cement concrete (PCC) pavement, curb and gutter, new storm drain systems, asbestos removal, street lighting installation, new signal systems, decorative picket rail fence, and roadway striping. He also prepared the plans, specifications, and estimates for traffic signal systems, highway lighting systems, fiber optic communications systems and flashing beacons using computer-aided design and drafting methods. Mohammad provided schedule review and delayed analysis.

Cost: $35M | Start Date: 5/2014 Competed: 2/2017

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
SR-60/Nason Street Overcrossing, City of Moreno Valley, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	2012-2015	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	

Construction Manager/Construction Inspector: This project included the replacement of the SR-60/Nason Street overcrossing structure, widening of Nason Street from Fir Avenue to Elder Avenue, and modification of the intersection and traffic signals at the intersections of the eastbound and westbound ramps and Nason Street, completion of auxiliary lanes, coordination of utility relocations, installation of landscaping, irrigation, and hardscape, construction of a sound wall between Elder Avenue and SR-60. Mr. Khalaileh was responsible for field inspection, electrical inspection, safety inspection, & reporting of daily construction activities, including structure excavation, cast-in-drilled-hole (CIDH) piles, utility relocations, preparing and verifying field measurements for payment, monitoring and verifying extra work invoices, coordinating field testing and sampling. Mohammad assisted the City with reviewing the construction schedule and providing recommendations. *This project won the Construction Management Association of America (CMAA) and American Public Works Association (APWA) awards for a project of the year.*

Cost: $13M | Start Date: 4/2012 Competed: 7/2015

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ZAID AFANAN, PE, QSD/P	Construction Manager /Construction Inspector	10	10

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
B.S., Civil Engineering, Cal State University, Fullerton, 2013	Professional Engineer, CA, Civil (C89863) QSD/P # 27444

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Afanan has diverse construction inspection, construction management, office engineering, and labor compliance experience (Caltrans projects or with Caltrans Oversight) in compliance with Local Assistance Procedures Manual (LAPM) and Federal Highway Administration (FHWA), working on notable public works and public utility construction and maintenance projects. Mr. Afanan has excellent knowledge of construction management and inspection of heavy civil projects that include underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, reclaimed water pipelines, landscape construction, and potable water treatment facilities. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards. Mr. Afanan has experience in construction administration, including project scheduling, project controls, project management, and partnering and claims resolution, as well as field inspection, safety inspection & reporting of daily construction activities, preparing and verifying field measurements for payment, verifying extra work invoices, and coordinating field-testing and sampling.

Training: Fundamentals of Engineering Certificate – 2013, Snail7 Program (Surveying QA/QC (Hot Mix Asphalt), Bridge Four-Scale courses in steel and concrete, 30-Hr. Cal OSHA, ACI Grade 1 #02101718, First Aid Training, Defensive Driving, Temporary Pedestrian, COVID-19 Prevention Training, Harassment Prevention, AQMD Dust Control

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Department (RCTD): Hamner Ave Bridge Project, Norco, CA	2020-Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Construction Inspector: This $49M project includes roadway improvement, earthwork, grading, paving, bridge replacement, drainage, and signals improvement. Mr. Afanan is responsible for inspection of field activities, including cast-in-drilled holes (CIDH) pile installation, traffic control, paving, underground utilities construction inspection, trenching, concrete flatwork, retaining walls, drainage improvements, and ensuring compliance with National Pollutant Discharge Elimination System (NPDES) requirements. He inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment. He has implemented and maintained the Caltrans uniform filing system for project documentation, conducts progress meetings, responds to submittals and requests for information (RFIs), prepares change orders, processes progress pay estimates and extra work invoices, and ensures labor compliance.

Cost: $49M | Start Date: 10/2020 Completed: Ongoing

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Department RCTD: I-15/Limonite Interchange Improvement, Eastvale & Jurupa Valley, CA	2018-2020	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Manager/Construction Inspector: This $39M project involves a bridge replacement roadway and concrete improvement, paving, trenching, earthwork, drainage, underground utility inspection, retaining walls and landscape irrigation. Zaid inspects construction activities to confirm compliance with the project plans and specifications and prepares daily reports documenting daily operations, time, material, and equipment reports, implements and maintains the Caltrans uniform filing system for project documentation, generates various logs for submittals and requests for information (RFIs), prepared change orders and extra work invoices, provided public outreach services, processed the monthly progress pay estimate, inspected traffic control set-up, and ensured labor compliance. Zaid has been audited by Caltrans oversight, and the reviews have been very positive, with no deficiencies in the project files.

Cost: $39.6M | Start Date: 08/2018 Completed: 02/2020

c.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	Caltrans A&E On-Call Construction Inspection and Materials Testing Services, Caltrans D-5 (06A2281), CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
		2017-2020	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager/Construction Inspector: Mr. Afanan was an Inspector for this project. The work consists of the Inspection or replacement of single and double leger roadway signs along routes 1, 101, 17, 46, 217, 135, starting in Santa Barbra County and ending in Santa Cruz County. Responsibilities included traffic control, safety, and inspection signs installed to plans and specifications. Cost: $5.2**M** | **Start Date:** 2/2017 Completed: 1/2020		
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	City of Temecula: I-15-SR79 Interchange, Temecula, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
		2017-2019	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager/Construction Inspector: This project involved freeway improvement and widening, concrete street improvement, bridge construction, retaining walls, underground utility relocations, modification of traffic signals, street markings and traffic sign installation, earthwork, grading, paving, concrete retaining walls, roadway excavation, drainage facilities, concrete structures, curb and gutter, traffic control, irrigation, and landscape. The work consisted of inspecting construction activities to confirm compliance with the project plans and specifications and preparing daily reports documenting daily operations, time, material, and equipment reports, project documentation, conducting field and project progress meetings, reviewing and confirming as-built drawings, responding to submittals and requests for information (RFIs), preparing change orders, processing monthly progress pay estimate, reviewing extra work invoices, and ensuring labor compliance. Cost: **$23.6M | Start Date: 3/2017 Completed: 6/2019**		
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	San Bernardino County Transportation Authority (SBCTA): I-10/Cherry Ave. Interchange Project, Fontana, CA San Bernardino County Transportation Authority (SBCTA): I-10/Citrus Ave. Interchange Project, Fontana, CA	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
		2012-2016 2012-2015	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with the current firm	
	Construction Manager/Construction Inspector: These projects involved reconstruction of the interchange, adding a new loop on-ramp, widening existing ramps, extensive hot mix asphalt (HMA) paving on-ramps and local streets, widening of interchange by constructing one additional bridge over UPRR tracks, freeway widening, new ramp metering, drainage improvements, metal beam guard rail installation, traffic signals, curb ramps, sidewalk, ADA ramps, landscape, and numerous utilities. Mr. Afanan's duties are but are not limited to roadway inspection, construction on a new sidewalk, wheelchair (ADA) ramps curb & gutter, an inspection of utility relocation (water, sewer), an inspection of a new storm drain system, traffic control, pavement delineation, maintain an organized filing record/system, preparation of estimates (including bid item quantities, extra work bills, and contractor change orders). Work also included relocating numerous utilities Edison Overhead (OH) & Underground (UG), water, communication, gas, storm drain, and sewer. Mr. Afanan worked as a field construction inspector supervising backfill operations, roadway improvements, asphalt and concrete pavements, utility improvements and relocations (storm drain, water line, sewer system), traffic control, pavement delineation, temporary and permanent signs. He also helped with the filing system following Caltrans guidelines. Cost: $50M | **Start Date:** 10/2012 Completed: 7/2016 (Cherry) Cost: $34M | Start Date: 2/2012 Completed: 7/2015 (Citrus)		

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
AYMAN ABDELBARI, P.E., PMP	**Construction Manager Scheduling Support / Estimator**	30	1

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
• M.Sc. in Civil Engineering, University of California, Berkeley, 1990 • B.Sc. in Civil Engineering, Kuwait University, 1987	• Registered Professional Engineer (C51997), CA • Project Management Professional (PMP) No. 1244856 • Member, Jordanian Society of Engineers • Member, Project Management Institute No. 1132136

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Abdelbari has over 29 years of construction experience serving as the project manager and construction manager for numerous heavy civil projects involving underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities, in addition to commercial structures, hotels, light rail, tunnels, grade separations and bridges. Mr. Abdelbari's construction administration experience includes project scheduling, project controls, project management, partnering, and claims resolution, as well as planning, coordinating, and controlling a project from inception to completion to produce a functionally and financially viable project, completing on time and within authorized costs and to the required quality standards. Mr. Abdelbari's experience includes managing operations, dispute resolutions, analyzing claims, planning and scheduling construction projects. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.
Training: 30-hour Cal OSHA, First Aid Training, Temporary Pedestrian, Defensive Driving

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Venta Spur/State Route 133 Bicycle-Pedestrian Bridge, Irvine, CA	2021-Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with current firm

Construction Manager: The City has begun building a $6.8 million bike and pedestrian bridge over the 133 toll road and Marshburn Channel to extend the Venta Spur Trail across the City of Irvine, from Northpark to the Great Park. The bridge will connect what is now considered the end of Venta Spur Trail, at the intersection of Sable and Emberglow in Woodbury East, with a new trail along with Benchmark in Beacon Park. Scope of work will consist of cold milling, roadway excavation and paving; removal and replacement of asphalt and concrete pavement, concrete curb, gutter, trail, bridge structures, relocation of Caltrans overhead sign, guard rails; utility protection, relocation, cooperation and coordination; construction of drainage facilities; grading and erosion control; construction of retaining wall and privacy wall; coordination with Caltrans, Orange County Flood Control District (OCFCD), Irvine Ranch Water District (IRWD), Woodbury HOA, Five-point Communities. Being the only person on the project representing the City, Mr. Abdelbari engaged in all aspects of construction management and project inspection. Cost: $230k | **Start Date:** 03/2021 Completed: 05/2022

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Private Developer: SR-83 Highway Improvements, Chino, CA	2021-2022	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with current firm

Construction Manager/Resident Engineer: The $230K project's scope of work consist of the construction of right-turn lanes, right-in/right-out driveways, full access driveway leading to the proposed Euclid Commerce Center (private development), reconstruction of the existing vegetated drainage channel, upgrading drainage inlets and storm drain pipes, sidewalk, underground utility coordination, Jack-and-bore steel casing across SR-83 and a recycled water main extension, street lighting improvements, landscape and irrigation. Mr. Abdelbari is tracking and monitoring project milestones and deliverables, managing project budget and minimizing risk exposure, assuring quality control, conducting meetings, performing design submittal reviews, preparing pay estimates, verifying contract change orders, and reviewing requests for information (RFIs) and submittals.

Cost: $230k | **Start Date:** 03/2021 Completed: 05/2022

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
OC405 Partners, I-405 Widening, Orange County, CA		

		2018- 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if the project performed with current firm	
	Construction Manager/Resident Engineer: Mr. Abdelbari served as the contract/construction manager for this $1.3B project, leading the material procurement department, administering contract deviations, and heading the Disadvantaged Business Enterprise (DBE) compliance program. Mr. Abdelbari oversaw quality control measures throughout the project, assessed needs for staff and consultants/subconsultants, prepared project schedules, monitored project milestones and deliverables, identified permitting and environmental requirements, conducted progress meetings, and participated in preparing cost estimates and construction specifications. He also assisted in reviewing submittals, and requests for information (RFIs), provided public outreach services, and processed contract change orders and extra work invoices8 Cost: **$1.3Billion** | **Start Date: 01/2019 Completed: 2/2021**		
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Planning, Cost, Contracts, Construction Management, Morganti Group, Jordan	2002-2006	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with current firm	
	Planning, Cost, Contracts, Construction Manager: His work included initiating, evaluating, and negotiating Variation Orders, preparing claims against the Employer, and defending claims filed by subcontractors against the main contractor. He was also responsible for planning, cost control, procurement, and document control departments. After that, Mr. Abdelbari was assigned to manage the construction of the expansion of the Ain Ghazal Pre-Treatment Facility in Amman, Jordan, which included technical, commercial, and contractual duties. Upon completing the Ain Ghazal project, Mr. Abdelbari moved to As-Samra, USD 150 mil project, as Contracts Manager. He was involved heavily in disputes between joint venture partners in the project and disputes and variation orders negotiations with the Owner. Cost: $33**M** | **Start** Date: 11/2002 Completed: 12/2006		
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Don Todd Associates, San Francisco, California	1991	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with current firm	
	Scheduling/Cost Engineer/Office Engineer: Represented the City and County of San Francisco in the construction of Islais Creek Transport/Storage "C" facility; 25 million gallon capacity underground concrete structure intended for combined water and sewage. He performed Program Management duties for the City of San Francisco including Scheduling, coordination between designers, analyzing time extension requests submitted by various contractors working for the program, conducting constructability studies, and assisting in the preparation of tender packages and the compilation of contract specifications and particular conditions. Among others, duties included: schedule analysis, reporting, payments, change control, submittals review and quality control. Cost: $40M | **Start Date:** 1/1991 Completed: 7/1994		

E. Resumes of Key Personnel Proposed for This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ALEX NAIME, PE, QSD/P	**Construction Manager** **Construction Inspector**	35	12

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Civil Engineering California State University Long Beach, CA 1985	Registered Professional Engineer/Civil in the State of California, #72086 QSD/QSP #21658

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Mr. Naime has experience in construction inspection, construction management, and contract administration for heavy civil projects and various structures, buildings, and highway projects in Southern California. Mr. Naime supervises the activities of inspectors, daily site visits to ensure construction conformance with plans and specifications, prepares non-conformance reports, assists with the preparation of monthly progress payments and shop drawing reviews, and maintains daily activity log and photo log. His vast experience encompasses heavy civil projects that include underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, reclaimed water pipelines, landscape construction, potable water treatment facilities. Mr. Naime has in-depth knowledge of construction administration, including project scheduling, project controls, project management, partnering and claims resolution, Caltrans Structures procedures and Manuals, filing system and documentation. His experience extends to an inspection of the building, train stations, water fountains, hospitals, parking structures, falsework, shoring and prestressing shop-drawing, calculations review, concrete mix designs, special Rapid Strength Concrete (RSC) mixes and application, progress estimate review, review of submittals and requests for information (RFIs). He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.

Training: 30 Hour-Cal OSHA, Temporary Pedestrian Facilities, Defensive Driving, COVID-19 Prevention Training, Harassment Prevention, AQMD Dust Control, First Aid Training, ACI Concrete and Field Testing (Grade 1) #92272, BNSF eRailSafe # 806547

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Beaumont: SR-60/Potrero Avenue Interchange Project, City of Beaumont, CA	2018-2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Management/Construction Inspector: Mr. Naime inspected and observed all the massive structure excavation, structure backfill, drainage excavation, and the installation of several drainage systems on the south side of the 60 freeway south of the project. Mr. Naime confirmed compliance with the project plans and specifications, prepared daily reports documenting daily operations, time, material, and equipment reports, performed monthly quantity cost estimates, coordinated third-party sampling and testing, and conducted weekly construction meetings with Caltrans and the Contractor. Mr. Naime was also part of the constructability review team for the project. This was a Federally Funded Project and subject to Local Agency Guidelines. This project extended Potrero Boulevard over the 60 freeway with a new six-lane bridge and a new freeway interchange. The project also included improvements connecting a ramp on Western Knolls to Potrero Boulevard north of the freeway and widening the freeway on both the north and south sides.

Cost: $14M | **Start Date:** 02/2018 Completed: 06/2019

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC) I-215 Mid-Section, Construction Management, Riverside, CA	2012-2015	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☒ Check if the project performed with the current firm

Construction Management/Construction Inspector: Mr. Naime was the Lead Inspector on a 12.5mile-long section of I-215 widening. His duties included reviewing schedules and submittals, managing the fieldwork and field inspectors, and coordinating with various agencies and contractors. This project widens a 12.5-mile section of the I-215 from Scott Road in Menifee to Nuevo Road in Perris. The project required extensive coordination with Caltrans District and Structures, California Highway Patrol (CHP), and traffic control. Lane closures were coordinated with Traffic Management Center (TMC), and specific attention was given to closure setup, public safety, and public awareness. Mr. Naime coordinated source inspection with Caltrans Materials Engineering & Testing Services (METS) lab, quantity takeoff, field verification for payment, generated daily and weekly reports and monthly progress estimates, reviewed concrete mix designs, documented, and negotiated field changes, assisted with claim prevention and negotiations.

Cost: $69M | **Start Date:** 07/2012 Completed: 07/2015

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SBTCA: I-10/Citrus Avenue Interchange, Fontana, CA	2012-2015	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with current firm	

Construction Management/Construction Inspector: This $34M project involved reconstruction of interchange, widening of interchange by constructing one additional bridge over UPRR tracks, adding a new loop onramp, constructing seven retaining walls, installing metal beam guardrails, widening Citrus Ave, hot mix asphalt (HMA) paving on local streets and significant drainage improvements. Mr. Naime scheduled daily inspections, performed an inspection of asphalt concrete (AC) and Portland cement concrete (PCC) paving, reviewed submittals, managed the fieldwork, reviewed the contractor schedule, submittals, filed reports, ensured correspondences and construction contract administration/filing system was in accordance with Caltrans Filing System, Caltrans Local Assistance Procedures Manual, Construction Manual, and City's policies and standards as applicable.

Cost: $34M | **Start Date:** 02/2012 Completed: 07/2015

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Riverside County Transportation Commission (RCTC) RTE-215/74 Interchange, Perris, CA	2010-2012	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with current firm	

Construction Management/Construction Inspector: The project included freeway widening, ramp realignment, and street widening. Construction of new retaining walls, sound walls, metal beam guardrails, drainage system, box culverts-RCB, new signalized intersections, construction/relocation of numerous utilities including (Edison, AT&T, water pipes, and drainage systems, communications & fiber optic cables), local streets improvement and streetlights. His duties included reviewing safety plans and special provisions, inspecting daily construction activities for contract compliance, and reviewing submittals. He prepared pay quantities and progress estimates, conducted weekly progress meetings, and coordinated materials inspection & certifications with Caltrans Oversight and Materials Engineering & Testing Services (METS) lab for contract compliance. He reviewed RFI's and coordinated with the designer & Caltrans Oversight staff. He prepared daily inspection reports, weekly structures reports, weekly statement working days (WSWD), weekly newsletters and monthly reports and assisted with the schedule reviews. He maintained an as-built update with a log of changes for reference.

Cost: $29M | **Start Date:** 08/2010 Completed: 04/2012

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City of Riverside: SR-91/La Sierra Interchange Improvement Project, Riverside, CA	2007-2009	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if the project performed with current firm	

Construction Management/Construction Inspector: This $30M Interchange Improvement Project widened La Sierra Avenue between Diana Street and Indiana Street. Scope of work also included ramp widening and realignment, constructing 12 mechanically stabilized earth (MSE) & cast-in-place (CIP) retaining walls along ramps and bridge abutments, sound walls, drainage, traffic signals and street lighting improvements, relocating water lines, electrical and communications utilities, replacing existing La Sierra Overcrossing over SR-91 freeway and La Sierra Overhead over BNSF RR tracks. Mr. Naime duties included performing daily inspection work for roadway activities for contract compliance, field measure completed work for payment, reviewed submittals & requests for information (RFIs), coordinated materials testing and sampling in the field, coordinated source inspection with Caltrans Oversight and Materials Engineering & Testing Services (METS) lab, quantity takeoff, field verification for payment, generate daily and weekly reports, monthly progress estimates, reviewed concrete mix designs, documented and negotiated field changes, assisted with claim prevention and negotiations.

Cost: $30M | **Start Date: 10/2007 Completed:** 07/2009

E. Resumes of Key Personnel Proposed For This Contract

(Complete one Section E for each key person)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
SALVADOR OROZCO	**Construction Inspector Electrical/Signal Inspector**	12	2

15. FIRM NAME AND LOCATION *(City and State)*

FALCON Engineering Services, Inc. Corona, CA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Electrical Training Institute City of Commerce, California 5/2015 (4 yr.) Journeyman Electrician, State Certified GPA (3.0) DeVry University Anaheim, CA 6/2010 (1 yr.+) Electrical Engineering – Not completed University of Minnesota Duluth, MN 1/2007 (1 yr.+) General construction knowledge	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

KEY PERSONNEL | Salvador Orozco has 12 years of experience performing construction and electrical inspection for residential, commercial areas, and heavy civil projects that include underground utility inspection, paving, trenching, grading, concrete structures and flatwork, street improvements, retaining walls, street excavation, earthwork grading, slope construction, utility projects that include mechanical, electrical, and structural work, drainage facilities, storm drains, sewage lift stations, reclaimed water pipelines and pump stations, landscape construction, potable water treatment facilities, and electrical facilities. He was responsible for managing, monitoring field personnel, equipment, and sub-contractors. Salvador coordinates work schedules and materials with prime contractors and consults with estimating, superintendents, project managers, project engineers, and field inspectors. He submits progress pay estimates, enforces safety, and schedules with the purchasing manager and vehicle maintenance manager. Salvador's areas of expertise include plan checking, project plans, and documents quality control. He is knowledgeable about American Public Works Association (APWA) and American Water Works Association (AWWA) standards, Underground Construction Standards, California Manual on Uniform Traffic Control Devices (MUTCD), Greenbook, and Construction Specifications Institute (CSI) standards.

Training: 10-hour Cal OSHA, Harassment Prevention Training, Defensive Driving, Temporary Pedestrian Facilities, First Aid Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Eastvale: Pedley Project Pavement Rehabilitation, CA	2020-2021	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with current firm	

Construction Inspector/Electrical Inspector: This project includes resurfacing roadway pavement, modified asphalt concrete, construction of concrete pavement, reconstruction of curb and gutter, sidewalk, driveway approaches, curb ramps, crosswalks, and street markings and traffic sign installation, drainage, and underground utility coordination. Mr. Orozco inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports. He inspected all aspects of traffic control set up and maintenance, prepared and made recommendations on change orders, reviewed and confirmed as-built drawings, coordinated activities with other entities involved in the project, and observed third part sampling and testing for conformance to contract specifications.

Cost: $140K | Start Date: 12/2020 Completed: 04/2021

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Riverside County Transportation Commission (RCTC): SR-60 Truck Lanes Project, Cities of Moreno Valley & Beaumont, CA	2019-2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if the project performed with current firm	

Construction Inspector/Electrical Inspector: Salvador provides construction and electrical inspection on this project that includes the construction of dedicated lanes for trucks on SR-60 for a stretch of 4.5 miles in both directions between Moreno Valley and the City of Beaumont. The project includes the construction of jointed plain concrete pavement (JPCP) lanes, drainage systems, concrete structures, retaining walls, box culverts and wildlife paths (culverts). Mr. Orozco is responsible for inspection of roadway activities, including roadway excavation, construction of embankment and roadway improvements, installation of temporary and ultimate signals, monitoring projects for NPDES compliance. He inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment.

Cost: $96M | Start Date: 1/2019 Completed: 04/2022

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Shawnan, Downey, CA	2018-2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☐ Check if the project performed with current firm	

Construction Inspector/Electrical Inspector: Mr. Orozco performed construction and electrical inspection for several projects, including Bell Gardens Street Rehabilitation, City of Commerce Reconstruction Project, which consisted of utility coordination, storm drain, landscaping, storm drain, Monterey Park Street Rehabilitation, Torrance Reconstruction Project, and various other locations. Mr. Orozco inspected construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports. He inspected all aspects of traffic control set up and maintenance, prepared and made recommendations on change orders, reviewed and confirmed as-built drawings, coordinated activities with other entities involved in the project, and observed third part sampling and testing for conformance to contract specifications.
Cost: Various Amounts | Start Date: 12/2018 Completed: 01/2020

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Belco Elecnor, Inc, Chino, CA	2014-2018	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with current firm	

Construction Inspector/Foreman Electrician: Mr. Orozco managed construction activities to confirm compliance with the project plans and specifications and prepared daily reports documenting daily operations, time, material, and equipment reports, inspected all aspects of traffic control set-up and maintenance, reviewed and confirmed as-built drawings for utility projects, coordinated activities with other entities involves in the project, prepared monthly pay estimates, observed third party sampling and testing for conformance with contract specifications, and provided feedback to requests for information (RFIs).
The projects Mr. Orozco works on were the following:

- Corona Foothill Street Widening Project (Signal and lighting, Edison duct bank installation).
- Laurel & Alder Rialto Project, Edison (Duct bank installation, street lighting).
- I-10 & Cherry Avenue Improvement, Caltrans (Signal and lightning, ramp metering systems, highway and sign lighting, communications)
- I-15 & Clinton Keith Road Improvement, Caltrans (Signal and lighting, ramp metering systems, highway, and sign lighting communications)
- Ramona & Indian Avenue Street widening project
- I-210 & 5th St. Street lighting/ AT&T Duct Bank project
- Cajalio Rd & Clark St. Intersection
- I-15 & Baseline (Signal and lightning, ramp metering systems, highway and sign lighting, communications)
- I-15 & Jefferson Indio Project (Signal and lighting, ramp metering)

Cost: $Various Amounts Start: 11/2014 Competed: 12/2018

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Lincoln Pacific Builders, Inc. Baldwin Park, CA	2011-2014	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if the project performed with current firm	

Construction Inspector/Journeyman Electrician/Apprentice Electrician: Mr. Orozco managed projects and ordered materials. He was responsible for maintaining work truck equipment, repairing electrical issues by replacing or installing components, wiring or devices, and determining the steps necessary to assess an electrical situation using testing devices, blueprints, and maps. He maintains a safe work environment by adhering to all company guidelines and OSHA safety requirements and reporting violations of policies, procedures, and guidelines to his immediate supervisor.
The projects Mr. Orozco worked on were the following:

- Riverside Ave. & Easton Ave. Improvement, City of Rialto (Signal and lighting, street lighting, parking lot lighting, Edison vaults and duct banks, AT&T duct bank, So-Cal Gas sleeves)
- I-15 & Nisquali Overpass, Caltrans (Signal and lighting, highway and sign lighting, ramp metering systems, communications, street lighting, false lighting, parking lot lighting)
- Glen Oaks Blvd. Improvement, City of Glendale (Signal and lighting, lighting, communications, Glendale Water and Power conduits)
- I-210 Myrtle & Monrovia
- Portola & San Canyon Irvine T-Intersection

Cost: $Various Amounts Start: 8/2011 Competed: 11/2014

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
I-15/LIMONITE INTERCHANGE, COUNTY OF RIVERSIDE, CA	2018-2020	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Riverside County Transportation Department (RCTD)	Hector Davila, Construction Manager	(909) 677-8888

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



FALCON Engineering Services (FALCON) provided construction management services to assist Riverside County Transportation Department.

This project improved the existing freeway interchange at Interstate 15 (I-15) and Limonite Avenue, located within the cities of Eastvale and Jurupa Valley in Riverside County. Within the project limits, I-15 currently is a six-lane, three mixed-flow lanes in each direction, accessed, controlled freeway. Along I-15, improvements are proposed from approximately 0.60 miles south to 0.60 miles north of the existing Limonite Avenue overcrossing (OC) bridge. The project extended along Limonite Avenue from Hamner Avenue to Wineville Avenue. The Limonite Avenue OC bridge currently provides two traffic and two left-turn lanes at the ramp intersections. This project proposed replacing the existing Limonite Avenue OC, widening the roadway from four lanes to six lanes, reconstructing the ramps to provide a partial cloverleaf (Type L-7) and constructing loop ramps in southeast-northwest quadrants. The on and off-ramp gore points were extended, providing longer acceleration and deceleration capacity.

Construction Cost: $39.6M

Relevant Features:

- Interchange Replacement
- New Ramp Alignments (On/Off-ramps
- New NB/SB Loop On-ramps
- Ramp Meters
- Auxiliary Lane
- Freeway Widening-Aux Lanes
- New Pavement Section (JPCP, AC, Rapid Set Concrete)
- Roadway/Street Improvement
- Signalized Intersection
- Sidewalk – ADA Compliance
- Striping, Marking & Thermoplastic
- 2-Stage Bridge Construction
- Retaining Walls, Sound Walls
- Multiple Stages-Roadway & Ramps
- Utilities (Water, Electrical, fiber Optics, Comm.)
- SWPPP Plan & Monitoring
- Traffic Signals / Control on Freeway and Local Streets
- Night Closures on Mainline and Ramps
- Excellent Safety Record
- Survey Staking & Materials Testing
- CIDH Piles Footings, Spread Footings
- CIP-PS Box Girder Bridge Superstructure

Key Staff –
Juan Rojas, Resident Engineer
Majid Afanan, Construction Manager

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	FALCON Engineering Services	Corona, CA	Prime: Construction Management
b.	Francis Consulting	Villa Park, CA	Subconsultant: Landscape Inspection
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)

20. EXAMPLE PROJECT KEY NUMBER: **2**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Construction Engineering Services On-Call Basis, Riverside County Transportation Department (RCTD)	2014- Ongoing	In Process

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
County of Riverside Transportation Dept. (RCTD)	Khalid Nasim, PE Engineering Division Manager	(951) 955-3337

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The FALCON team is providing construction management and inspection services for the County of Riverside On-call basis for bridges, roadway, and roadway-related facilities. Duties include construction management services, source inspection services according to Greenbook, Caltrans standards, manuals, LAPM, and project-specific quality management plan. Project personnel provides detailed diaries with the inspection performed, relevant conversation, a situation encountered, time spent on each work order, etc. and maintains a photo log for each project.

Relevant Features:
- Roadway Rehabilitation
- HMA Paving
- ADA Sidewalk/ ADA Ramps
- Storm Drains
- Drainage Inlet Structures
- Roadway Widening
- Street Signalization
- Utility Relocation
- Excellent Safety Record
- Detours/Traffic Control
- Landscaping
- Caltrans Standards
- Greenbook Standards
- New Cast-in-place Prestressed Concrete Box Girder Bridge
- New Wildlife Overcrossing
- 2 Miles of new Roadway Alignment
- ADA Compliant Ramps and Sidewalk
- New Drainage Structures





<u>SR-79 Widening</u>
The SR-79 Widening project is located north of the City of Murrieta, within an unincorporated portion of southwestern Riverside County. The northern end of the project is approximately 4.4 miles east of Interstate 215 (I-215), and the southern end is about 2.8 miles east of I-215. The SR-79 Widening Project relieves congestion, improves safety, and provides consistency with other improvements along SR-79. The SR-79 Widening Project widens a 5.4-mile segment of SR-79 from two to four lanes between Thompson and Domenigoni Parkway, modifies local access, and improves various intersections.

<u>Clinton Keith Road Improvements</u>
FALCON provided Construction Management Support services, plan review, and biddability. The improvements include approx. 2 miles of new roadway from Whitewater Road to Leon Road, construction of a new bridge over Warm Water Creek, new wildlife overcrossing bridge, retaining wall system east of Warm Spring Creek, installation of a new traffic signal at the intersections, modification of existing traffic signals, drainage improvements, curb and gutter, driveways, sidewalk, bus pads, curb ramps, concrete barrier, roadside signs, fence, thermoplastic markings and striping. FALCON team and Structures Representative performed a thorough Constructability Review and made specific recommendations to the County.

<u>Temescal Canyon Improvement</u>
- Widening from Dawson Canyon Rd to 0.7 Mile North.
- Slurry Seal From 0.7 Mile North of Dawson Canyon Rd to Leroy RD In the Temescal Valley Area.
- Created a spreadsheet to verify the placed slurry quantity based on special provision technical data. Checked all set traffic control and daily closure during activity.
- Inspected Installation of new waterline CMLC pipe 18.0" & 42.0", reviewed & inspected elliptic RCP installation.
- Coordinate and arrange with related utility agents, Edison, AT&T, Fiber optics etc.
- Inspected the construction process of retaining walls, concrete pour, rebar enforcement per Caltrans standard plans and RSP placement per special plans. Inspected daily SWPPP performance and conduct biweekly SWPPP Report.
- Prepared daily inspection reports & quantities and monthly payment estimate. Record and report any force Account (Time & Material) work, referring to the up-to-date Surge Charge Manual.

Cost: (2-Contracts)
$2M 2013/2017
$3.5M 2017/2022

Key Staff –
Kurt Pegg, Project Manager/Resident Engineer
Tariq Malik, Structures Rep
Ahmad Faqih, Construction Inspector

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	FALCON Engineering Services (Prime)	Corona, CA	Prime: Construction Management/Quality Assurance
b.	Francis Consulting	Villa Park, CA	Subconsultant: Landscape Inspection

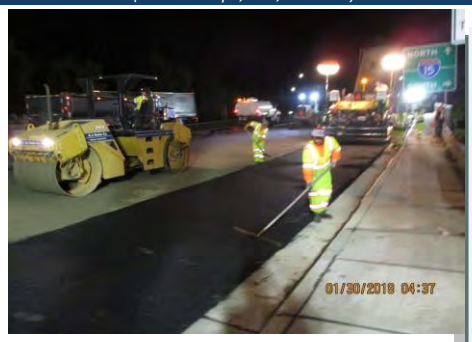
F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER
	3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
On-Call Construction Management Services Temecula, CA	2018-2023	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Temecula	Avlin Odviar, Project Manager	(951) 693-3969

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

FALCON Engineering Services (FALCON) is providing construction management, inspection, and testing services for the pavement rehabilitation program.



Relevant Features:
- Roadway/Street Improvement
- Asphalt Concrete Paving
- ADA Sidewalk/ ADA Ramps
- Traffic/Signal/Electrical
- Reconstruction of Traffic loops
- Adjust Manholes
- Adjust Valves for different utilities
- Installation of Striping
- Pavement Markers
- Detours/Traffic Control
- Caltrans Standards

Winchester Road (Jefferson Avenue to Ynez Road) for Pavement Rehabilitation Program. The work for this project includes pavement improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements include, remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers, coordination of underground utilities, traffic loops, striping and traffic signing, sidewalk, concrete street paving and slurry seal.



Santa Gertrudis Creek Pedestrian/Bike Trail PW (08-04)
Santa Gertrudis Creek Pedestrian/Bike Trail provides an extension to connect the existing trail network at Ynez Road to the east and Diaz Road to the west to complete the loop within the City's bike trail system to the northeast of the proposed trail.
Features Include:
- 1-mile of Class I Ped/Bike Trail along southern bank of Santa Gertrudis Creek
- 13-ft wide paved trail with striping, safety fencing, and retaining walls.
- Dedicated under-crossings at Ynez Road, Interstate-15, and Jefferson Avenue.
- Connects several miles of the 17-mile Temecula Loop



Contract Value:
$4M

Key Staff –
Juan Rojas, Construction Manager
Mohammad Khalaileh, Construction Inspector/Electrical

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	FALCON Engineering Services (Prime)	Corona, CA	Prime: Construction Management/Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)

20. EXAMPLE PROJECT KEY NUMBER: **4**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
City of Moreno Valley On-Call for Construction Management and Peer Review Plan Check Services	2013-2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Moreno Valley	Michael Loyds, PE Land Development Manager	(951) 413-3120

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

FALCON team is providing Construction Inspection Services for the City of Moreno Valley on the "On-Call" basis for bridges, roadway, and roadway-related facilities. Services include construction management services, document control, permitting, source inspection services in accordance with Greenbook, Caltrans standards and manuals, LAPM and project-specific quality management plan. Project personnel provides detailed diaries with the inspection performed, relevant conversation, a situation encountered, time spent on each work order, etc. and maintaining a photo log for each project.



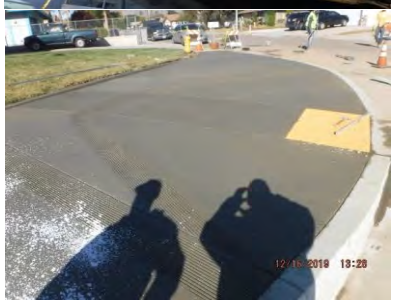
Relevant Features:
- Roadway Rehabilitation
- ARHMA Paving
- ADA Sidewalk/ ADA Ramps
- Storm Drains
- Drainage Inlet Structures
- Roadway Widening
- Street Signalization
- Utility Relocation
- Excellent Safety Record
- Detours/Traffic Control
- Landscaping
- Caltrans Standards
- Greenbook Standards

Oliver Street Project Bridge Repair, City of Moreno Valley, Moreno Valley, CA - Land Development Department provided construction management and inspection services for the On-Call Moreno Valley project. The project included the retrofit and replaced the bridge backwalls, approach slabs, and treated the bridge surface with methacrylate, which protected the bridge surface, protect pads with galvanized keeper plates placed per plan, and secured with galvanized screws which sprayed with anti-rust spray. The project was required to open four drain openings in the forfeit. The rebar was carefully inspected before the saw cut using ultrasound technology, and all exposed rebar treated with a special material called Sika100, the material used exposed rebar (Epoxy).

FALCON inspected the mixing ratio and the spreading application, and the sand usage, creating a friction surface. It was required to coat the concrete barrier sidewalk and exterior bridge Girder with Sika 550 W sealant and place a joint seal. The plan required installing four signs (Load Warning Signs), two per City Standards, and two per Caltrans Standard. Finally, the project treated a portion of Oliver Street North of the north approach slab and South of the south approach slab with slurry seal paving Type II with 2.0% latex







FALCON inspected the mixing ratio, as well as the spreading application and the sand usage creating a friction surface. It was required to coat the concrete barrier sidewalk and exterior bridge Girder with Sika 550 W sealant and place a joint seal. The plan required installing four signs (Load Warning Signs), two of them per City Standards, and two were per Caltrans Standard. Finally, the project treated a portion of Oliver Street North of north approach slab and South of south approach slab with slurry seal paving Type II with 2.0% latex.

801-0081 Citywide Pavement City Moreno Valley, Moreno Valley, CA, Rehabilitation Project 18/19 Public Works Department
The scope of work was to rehabilitate various streets in the City of Moreno Valley per the City's plan. The work includes cold milling to 1.5" and place 1.5" ARHM asphalt, and inspecting the grinding depth and limits. Also, checking the asphalt material mix design, assuring ambient temperature, and asphalt temperatures are within specification.
801-0084 Citywide Pavement City Moreno Valley, Moreno Valley, CA, Rehabilitation Project 19/20 Public Works
The project is to rehab some of Moreno Valley City Streets as per plan, it includes cold milling to 1.5" and place 1.5" ARHM asphalt, removing and reconstructing an ADA access ramps at various street's corners per plan or Caltrans Standards.
tract Value: $23.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	FALCON Engineering Services (Prime)	Corona, CA	Prime: Construction Management/Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)

20. EXAMPLE PROJECT KEY NUMBER: **5**

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
As-Needed Construction Inspection Services **Los Angeles County Public Works Dept, Los County, CA**	2011-2021	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
County of Los Angeles Department of Public Works	Charles Chen, Senior Civil Engineer	(626) 238-3055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

FALCON was selected by the County of Los Angeles Department of Public Works to perform construction management, inspection, and utility coordination for projects throughout Los Angeles County. FALCON performed construction inspection for various projects which includes resurfacing of roadway pavement tire rubber modified asphalt concrete; reconstruction of curb and gutter, sidewalk, driveways, and curb ramps; construction of concrete pavement and crosswalks, and streetscape improvements; and the performance of other appurtenant work

FALCON team is effectively managing key issues, including utility coordination, monitoring utility relocation, removal, and installation progress. FALCON encourages safety and environmental policies and procedures per applicable building code standards, approved plan details, and engineers specifications. The range of work covers contract administration, public works construction, civil, structural, utility restorations, streets and sidewalks pavement restorations, traffic signals and controls/signage/striping and restorations, water utilities, and facilities construction from conception to closeout.

Projects locations include:
- Slauson Avenue Revitalization
- Willowbrook Green Alley
- Firestone Boulevard

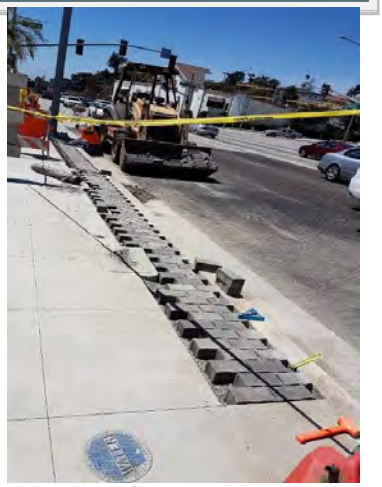
Contract Value:
$13.5M







Relevant Features:
- Roadway/Street Improvement
- Permit and Planning
- Field Inspection/Utilities Investigation
- Project management/Records maintenance
- Knowledge of federal, state, and local construction regulations and codes applicable to structural facilities/utilities design and construction
- Strong interpersonal skills and the ability to effectively communicate with a wide range of individuals and constituencies in a diverse community
- Strong working relationships within a team environment
- Quality and safety standards
- Knowledge and understanding of utility operations and standards as applied to a large-scale public facility
- Scheduling and budgeting



Key Staff –
Juan Rojas, Construction Manager
Mohammad Khalaileh, Construction Inspector/Electrical
Ahmad Faqih, Construction Inspector

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	FALCON Engineering Services (Prime)	Corona, CA	Prime: Construction Management/Inspection
b.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Project Name: County of Los Angeles On-Call City, State: Los Angeles, CA	NA	On-Going

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
County of Los Angeles	Yona Halpern	626.703.9596

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

RMA Group
Every Project Matters | www.rmacompanies.com

RMA was contracted in 2011 for a three-year with two option year as-needed geotechnical, materials testing and inspection services contract. Services provided to the County include geotechnical investigations for various county facilities. At the General William J. Fox Airfield, RMA completed a pavement structural section investigation to determine if the existing pavement could support the additional loads from landing, taxiing, and takeoffs of a Lockheed C-130. The investigation included taking cores to determine in-place pavement structural section, soil samples, laboratory testing, and structural section calculations utilizing FARFIELD.

For the SR-126 interchange, RMA is currently providing Quality Assurance testing services. Responding as requested by the County representative, RMA is completing compaction testing during the compaction of the earthwork and aggregate base. During the production process for hot mix asphalt, our scope of work is to provide a field technician to perform in-place density testing during compaction operations and plant testing including sieve analysis, asphalt content, maximum theoretical density, and moisture content of mix.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	RMA Group	Carson, CA	Material Testing Inspection Services
b.			
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Puente Hills Automotive: Puente Hills Toyota Dealership and Site Master Plan, Puente Hills, CA	2016-2017	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hitchcock Automotive Group	Howard Hakes	626-839-8409 hhakes@puentehillstoyota.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Design and development of master planning 13 acres site. Included development of grading plans, stormwater and hydrology studies, soil remediation and closure of wells, master planning and subdividing of 13 acres, landscape design and development thru the construction of all civil and landscape services. Design and development of Automotive dealership site and building design.

Relevant Features:
- Landscape Design
- Grading Plans
- Stormwater
- Hydrology Studies
- Soil Remediation
- Subdividing acre



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Francis Consulting	Puente Hills, CA	Landscape Design
b.			
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)

20. EXAMPLE PROJECT KEY NUMBER
8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Northridge Toyota Dealership, Parking Structure Master Plan, and Development, Northridge, CA	2016-2017	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Hitchcock Automotive Group	Howard Hakes	626-839-8409 hhakes@puentehillstoyota.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Northridge Toyota dealership and parking structure design and master planning 8-acre site development. Design and development of Automotive dealership site and building design. Included development of grading plans, storm water and hydrology study, landscape design and development thru inspection and construction of all entire civil and landscape services.



Relevant Features:
- Landscape Design
- Grading Plans
- Stormwater
- Hydrology Studies
- Subdividing acre

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Francis Consulting	Puente Hills, CA	Landscape Design
b.			
c.			
d.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project)*	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Orange Coast Automotive Development: Cadillac, Buick, GMC, Costa Mesa, CA	2017-2019	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Suburban Collection Automotive Group	Tim Leroy	248-519-9888 tleroy@suburbancollection.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Orange Coast automotive dealership and parking structure design and master planning 7-acre site development. Design and development of Automotive dealership site and building design. Included development of grading plans, storm water and hydrology study, landscape design and development thru inspection and construction of all entire civil and landscape services.



Relevant Features:
- Landscape Design
- Design Build
- Grading Plans
- Stormwater
- Hydrology Studies

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Francis Consulting	Puente Hills, CA	Landscape Design
b.			
c.			
d.			

G	KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*		27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*										
			1	2	3	4	5	6	7	8	9	10
1	Maha Faqih, PE	Principal-in-Charge	✓	✓	✓	✓	✓					
2	Kurt Pegg, PE, QSD/P	Consultant Construction Scheduling Support Analyst Responsible Person		✓								
3	Ashraf Mohamed, PE	Construction Manager/Resident Engineer										
4	Tariq Malik, PE, CCM, QSD/P	Construction Manager/Resident Engineer		✓	✓							
5	Juan Rojas, PE, QSD/P	Construction Manager/Resident Engineer	✓		✓		✓					
6	Majid Afanan, PE, QSD/P	Construction Manager/Resident Engineer	✓									
7	Ahmad Faqih, PE, QSD/P	Construction Manager/Construction Inspector		✓	✓		✓					
8	Mohammad Khalaileh, PE, QSD/P	Construction Manager/Construction Inspector			✓		✓					
9	Zaid Afanan, PE, QSD/P	Construction Manager/Construction Inspector	✓									
10	Alex Naime, PE, QSD/P	Construction Manager/Construction Inspector										
11	Salvador Orozco	Construction Inspector/Electrial/Signal Inspector										
12												
13												
14												
15												
16												
17												
18												
19												
20												

29. EXAMPLE PROJECTS KEY			
NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	I-15/Limonite Interchange, County of Riverside	6	County of Los Angeles On-Call, Los Angeles
2	Construction Engineering Services On-Call Basis, Riverside County Transportation Department (RCTD)	7	Puente Hills Automotive, Puente Hills Toyota Dealership and Site Master Plan
3	Construction Engineering Services On-Call Basis, City of Temecula	8	Northridge Toyota Dealership Parking Structure Master Plan and Development
4	On-Call for Construction Management and Peer Review Plan Check Services, City of Morneo Valley	9	Orange Coast Automotive Development, Costa Mesa
5	As-Needed Construction Inspection, County of Los Angeles Public Works Department	10	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: PW-006-22

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: FALCON Engineering Services, Inc.	3. YEAR ESTABLISHED: 2007
	4. UNIQUE ENTITY IDENTIFIER: MU8MACVPYKH1
2b. STREET: 1020 Aquino Circle	5. OWNERSHIP
	a. TYPE: S Corporation
2c. CITY: Corona / 2d. STATE: CA / 2e. ZIP CODE: 92879	b. SMALL BUSINESS STATUS: Small Business Enterprise (SBE)
6a. POINT OF CONTACT NAME AND TITLE: Maha Faqih, President	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: N/A
6b. TELEPHONE NUMBER: (951) 768-9419 / 6c. EMAIL ADDRESS: mfaqih@falcon-ca.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	10	
15	Construction Inspector	20	
16	Construction Manager	10	
38	Land Surveyor	1	
46	Photogrammetrist	3	
48	Project Manager	2	
	Other Employees	4	
	Other Employees		
	Total	50	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	7

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

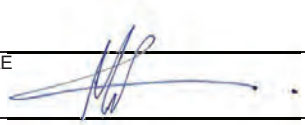
a. Federal Work	2
b. Non-Federal Work	2
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 

b. DATE: 05/05/2022

c. NAME AND TITLE: Maha Faqih, President

FALCON
Engineering Services

1020 Aquino Circle
Corona, CA 92879
Phone: (951) 549-9600
www.falcon-ca.com





PROPOSAL FOR

On-Call Construction Management/ Engineering Support/ Testing and Inspection Services

Contact: Nick Mangkalakiri, PE
Assistant City Engineer
5275 Orange Avenue
Cypress, California 90630

May 5, 2022

GANNETT FLEMING

GANNETT FLEMING

May 5, 2022

Mr. Nick Mangkalakiri, PE
Assistant City Engineer
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Proposal for On-Call Construction Management/ Engineering Support/ Testing and Inspection Services

Dear Mr. Mangkalakiri,

To keep pace with current and future infrastructure needs, the City of Cypress (City) has identified a seven-year Capital Improvement Program (CIP) identifying major public improvements to the City's infrastructure over the next several years. Projects will include streets, traffic signals, storm drains, sewers, parkways, public facilities, and parks that are anticipated to be funded by various major funding sources.

Gannett Fleming, Inc. (Gannett) was founded in 1915, and has since built a reputation for excellence, growing to more than 2,700 employees (including more than 500 CM/I professionals) located in more than 65 offices nationally. We have been a driving force in shaping infrastructure and improving communities in more than 65 countries, offering services in construction management and inspection, engineering, acoustics, architecture, business and technology solutions, program management, environmental management and remediation, geotechnical, project delivery, safety and security, valuation and rates, and vertical transportation.

Gannett and several of our highly qualified team members will provide the City with a locally-based team with the benefit of our national experience in providing solutions to infrastructure challenges. This team brings extensive experience providing on-call construction management, engineering support, and material testing and inspection services for cities and other public agency clients throughout California. For this on-call contract we offer:

Experienced Team – Proven **Project Manager, Mike Broadwater, CPESC, QSD/P, ToR,** will be your single point of contact for this project. Mike has over 30 years of experience as a Contract/Project, Task Order Manager, and Inspector on various federal, state, and locally funded projects. Mike has successfully managed two consecutive on-call contracts with the City over 10 years. Throughout that time he has established solid relationships with the City, while processing staffing requests and providing quality assurance with staff, verifying the City is receiving services to meet the needs of your projects. Mike will be proactive and responsive by providing the right staff to fit your project needs, such as NASSCO certified inspectors or engineers and inspectors with federally funded project experience. Leading the inspection team, **Construction Inspector, Warren Williams,** will serve as boots on the ground working directly with the City Public Works, Maintenance and Engineering staff, neighborhood association groups, residents, and other stakeholders to mitigate concerns. As a proud local resident with existing City experience, Warren has established relationships in the City and the construction industry enabling him to provide inspection services on multiple CIP and encroachment permit projects, at a cost-savings to the City. Warren's goal is to be receptive and responsive to the needs of City residents and business that may be impacted by CIP projects and mitigate and resolve issues in the field before they escalate. In addition to Mike and Warren, Gannett has Civil Engineers and Inspectors versed in pavement management and sewer lining construction, along with Structural Engineers, Geotechnical Engineers and Architects to support the City.

Gannett Fleming, Inc.
20 Pacifica, Suite 430, Irvine, CA 92618
t: 714.749.0090
www.**gannettfleming**.com

Depth of Experience in Construction Management and Inspection On-Call Contracts – Our team has completed numerous projects with similar scope and complexity. We are 100% committed to the goals and objectives presented by the City. Mike has managed several on-call contracts and understands the need for responsiveness to project requirements, scope of work, and staff flexibility to meet project schedules, including rapid deployment to meet sudden project demands. Mike has also identified and carefully selected our as-needed subconsultants, Ninyo & Moore, and Guida Surveying who are committed to delivering exceptional services under this on-call contract. Mike's relationships with these firms will also ensure prompt communication on the delivery of services to the City.

Communication, Collaboration, and Coordination – These are the three keys to stakeholder involvement and a successful project. As Project Manager, Mike's proactive management style is the framework that facilitates these keys to success to avoid and minimize cost and schedule impacts and - just as important - to deliver the quality expected through each task order project. Mike recently and successfully managed dozens of task/purchase orders for the City of Cypress and DWR on multiple and consecutive contracts. As Task Order Manager, Mike worked with the City to deliver over 100 task/purchase orders.

Gannett is confident our resources, experience, expertise, and commitment will ensure our team performs the services and adheres to the requirements described in this RFP. We look forward to providing high-quality services that exceed your expectations by delivering on time, within budget, and with attention to safety. We will manage the City's contract from our Irvine office located at 20 Pacifica, Suite 430, Irvine, CA 92618.

Please do not hesitate to contact Mike Broadwater at 714.749.0070 or mbroadwater@gfnet.com, should you have any questions regarding this proposal. We appreciate your time and consideration in reviewing our proposal and look forward to the opportunity to work with the City on this contract.

Sincerely,



Edward Durazo, CCM, CPM - Vice President, Regional Manager Southern California
C: 626.926.1568 | E: edurazo@gfnet.com

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

On-Call Construction Management/ Engineering Support/ Testing and Inspection Services

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
April 14, 2022	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Mike Broadwater, CPESC, QSD/P, ToR - Project Manager

5. NAME OF FIRM

Gannett Fleming, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
714.749.0090	760.682.3230	mbroadwater@gfnet.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all subcontractors.)

	(CHECK) PRIME	(CHECK) J-V PARTNER	(CHECK) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Gannett Fleming, Inc. ☑ CHECK HERE IF BRANCH OFFICE	20 Pacifica, Suite 430 Irvine, CA 92618	Prime: Construction Management, and Engineering Support | Testing and Inspection
b.			X	Guida Surveying, Inc. ☑ CHECK HERE IF BRANCH OFFICE	9241 Irvine Blvd, Suite 200 Irvine, CA 92618	Engineering Support
c.			X	Ninyo & Moore ☑ CHECK HERE IF BRANCH OFFICE	475 Goddard, Suite 200 Irvine, CA 92618	Engineering Support | Testing and Inspection
d.				☐ CHECK HERE IF BRANCH OFFICE		
e.				☐ CHECK HERE IF BRANCH OFFICE		
f.				☐ CHECK HERE IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☑ *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

Legend

Key Staff ..... 🔑
NASSCO Certified ..... *
Guida Surveying ..... (G)
Ninyo & Moore ..... (N)

Resumes are provided for all Key Staff

CITY OF CYPRESS

Nick Mangkalakiri, PE

PRINCIPAL-IN-CHARGE/
CIPP TECHNICAL ADVISOR

Ed Durazo, CCM, CPM * 🔑

PROJECT MANAGER

Mike Broadwater, CPESC, QSD/P, ToR 🔑

DEPUTY PROJECT MANAGER

Michael Yepiz * 🔑

RISK MANAGEMENT AND SAFETY

Dave Albright, CSP, CIH
Andrew Christofas, PMP, PMI-RMP, PMI-SP

A. CONSTRUCTION MANAGEMENT

Resident Engineer/ Construction Manager
Maurice El-Hage, PE 🔑
Shu-Jon Mao, PE, QSD/P 🔑
Kitt Tongthaworn, PE, SE, QSD/P, LEED AP 🔑
Michael Yepiz * 🔑
William Saumier, MPM 🔑
Mary Jo Bachini

NPDES Support
Mike Broadwater, CPESC, QSD/P, ToR 🔑

Construction Inspector
Warren Williams 🔑
Bill Fernandez 🔑
Thomas Michael, EIT * 🔑
Michael Yepiz * 🔑
Rhodie Lumanog, CMIT
Clint Pittman
William Saumier, MPM 🔑
Greg McDowell (Electrical)

B. ENGINEERING SUPPORT

Architect
Philip Klinkon, AIA
Martin Ramirez, Jr., RA, AIA, NCARB

Civil Engineer
Mike Trail, CCM * 🔑
Derek Smith, PE, ENV SP
Stewart Vaghti, PE, CFM, ENV SP, LEED AP

GIS Support
Brendan Wesdock, MCP, GISP
Guida Surveying
Ninyo & Moore

CADD
Ted Keane, ENV SP

Surveyor
Tim Fettig, PLS (G)

Constructability Review and Value Engineering
Maurice El-Hage, PE 🔑
Byron Dixon
Kitt Tongthaworn, PE, SE, QSD/P, LEED AP

Pavement Management
Byron Dixon
Phil Pollock, ACI

Grant Management and Labor Compliance
Jennifer Saldivar, CPM * 🔑

Document Control and Database Management
Jennifer Saldivar, CPM * 🔑
Rhodie Lumanog, CMIT
Mark Shipotofsky

Scheduler
Jim Gallego, PE 🔑

Cost Estimating
Mark Shipotofsky

C. TESTING AND INSPECTION

Materials Testing
Randy Reichert (N) 🔑

Quality Control/Assurance
Paul Medina (N)
Vance Hunter (N)

Utility Detection
Ninyo & Moore - Ground Penetration Radar

Structural Engineer
Kitt Tongthaworn, PE, SE, QSD/P, LEED AP 🔑

Geotechnical Engineer
Jerry Pascoe, PE, GE 🔑
Garreth Saiki, PE, GE (N)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Mike Broadwater, CPESC, QSD/P, ToR	Project Manager/ NPDES Support	31	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, Lafayette College	EIT: CA No. XE101658 Certified Professional Erosion & Sediment Control (CPESC), EnviroCert International, Inc. No. 2096 Qualified SWPPP Developer/Practitioner, (QSD/P), CASQA, No. 00062 CA Construction General Permit Trainer of Record (ToR), No. 00062

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mike has 31 years of experience in all aspects of project management for on-call services contracts, from client meetings, project cost proposals, developing task orders and scopes of work, managing budgets, managing field staff and subconsultants, quality assurance, and discussing consultant performance with clients. Additionally, Mike is experienced in providing construction management services on Federal, State, and local public works improvement projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management, Engineering Support, Material Testing and Inspection, City of Cypress, CA	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project and Contract Manager for two consecutive on-call contracts with the City of Cypress. For over ten years, Mike managed consultant inspectors and material testing subconsultants via one hundred plus purchase orders for various CIP projects and Non-CIP Permit projects. Examples of CIP projects include the annual slurry seal program, annual concrete rehabilitation program, sewer rehabilitation, lining, sewer, and water line replacement, park improvements, pavement rehabilitation, replacement arterial and residential streets, and median and landscape improvements. Mike also provided submittal reviews, staffing requests, cost proposals, scope of service/work plans, invoicing, coordination meetings, client and customer service, and provided QA/QC.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management and Inspection, City of Garden Grove, CA	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project and Contract Manager for two consecutive on-call contracts with the City of Garden Grove. Mike managed consultant inspectors on several purchase orders for various CIP projects. The CIP projects include the annual slurry seal program, sewer, and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. He processed staffing requests, cost proposals, scope of service/work plans, invoicing, coordination meetings, client and customer service, and provided QA/QC over staff and services delivered to the City.

c.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Management and Inspection, City of Rancho Santa Margarita, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project and Contract Manager for this on-call contract with the City of Rancho Santa Margarita. Mike managed consultant inspectors on purchase orders for various CIP projects. The CIP projects included annual slurry seal program, sewer rehabilitation, sewer and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. He processed staffing requests, cost proposals, scope of services, invoicing, client and customer service, and provided QA/QC over staff and services delivered to the city.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Management and Inspection, City of Yorba Linda, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2010	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project and Contract Manager provided supervision of consultant inspectors and material testing subconsultants for various CIP projects and Non-CIP Permit projects. CIP projects included the annual slurry seal program, annual concrete rehabilitation program, sewer rehabilitation, lining, sewer, and water line replacement, park improvements, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. Non-CIP permit work included projects for Yorba Linda Water, Golden State Water, private developers, and AT&T. Mike also provided submittal reviews, processed staffing requests, cost proposals, scope of service/work plans, invoicing, coordination meetings, client and customer service, and provided quality assurance/quality control over staff, subconsultants and services delivered to the City.

e.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Project Management Services, California Department of Water Resources (Division of Engineering), Various Locations, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Contract and Project Manager on four consecutive statewide on-call contracts, with a combined value of $145M. He provided overall project coordination and budget control and verified the team provided quality services. He oversaw all staff, including subconsultants, and provided task order and contract management. Mike also worked with DWR to provide qualified candidates for inspection, contract administration, and engineering services positions; monitored costs per task order and contract allocations; performed site visits as part of the Contract QA/QC and reviewed staff performance and staffing needs with DWR's office managers and construction supervisors. Projects featured levee construction/repair, pipelines, pumping plants, encroachment permits, channel construction, environmental rehabilitation, and emergency repairs, including the Oroville Dam Spillway, and included projects with federal funds reimbursement.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Ed Durazo, CCM, CPM	Principal-in-Charge/ CIPP Technical Advisor	30	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Certificate for Construction Management, California Polytechnic State University, Pomona	Certificate for Construction Management, California Polytechnic State University, Pomona Project Management Certification The National Association of Sewer Service Companies (NASSCO), Inspector Training & Certificate Program (ITCP) for the Inspection of Cured-in-Place-Pipe (CIPP) Installations

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Ed offers over 30 years of experience in the construction management industry; having provided services in the capacity of a contractor, project/construction manager, contract manager, and QA oversight, he has a comprehensive, well-defined approach to providing construction management services. He has served as principal-in-charge for multiple agencies, including the Santa Clarita Valley Water Agency, Chino Basin Desalter Authority, Eastern Municipal Water District, Elsinore Valley Municipal Water District, and the Santa Ana Watershed Project Authority. He has also managed a $100M program for SCVWA and managed the largest (at the time) micro-tunneling project in the nation, valued at more than $150M in construction improvements for the City of Oxnard.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management and Inspection Services for Water Distribution Conveyance, Santa Clarita Valley Water Agency (SCVWA), Santa Clarita, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Principal for the $100M repair and replacement of the SCVWA's water infrastructure, including various water pipeline conveyance, treatment, storage, and support facilities, including pump stations. He supported implementing the Agency's CIP projects within its 195-square-mile service area throughout Los Angeles and Ventura Counties. The program also included various water services ranging from planning through design to construction and startup. Ed also assisted SCVWA with water infrastructure backlog projects; monitored project progress; ensured team compliance with Agency's policies, procedures, and schedules; and provided as-needed QA/QC reviews. Projects included the following:

- PFAS Groundwater Treatment and Well Q2 Perchlorate Removal Facility ($8.1M).
- Magic Mountain Parkway Phase 6a B&C Review ($4.6M).
- Mission Village 01A/01C Water Systems Improvements Project – Development Staff Augmentation ($7M).
- CL118A Bouquet Canyon Road Pipeline, Groundwater Containment, Treatment & Restoration ($5.5M).
- CL118B Groundwater Production, Restoration, Transmission Mains ($13.3M).
- Rio Vista Treatment Plant Expansion ($37M).
- Earl Schmidt Chemical Storage and Delivery Project ($488K).
- Newhall Lateral Reach 2A Modifications ($188K).
- Newhall Lateral Reach 2B Facility Modifications ($440K).
- Foothill Feeder Turnout Structure ($2.9M).

b.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Construction Management Support Services, San Diego County Water Authority, San Diego, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Contract Manager for multiple task orders. Services included construction management, inspection, nondestructive examination of welds, materials testing, soil testing, geotechnical engineering services, resident engineer services, and administrative support services. Task orders included: Vallecitos Water District 11/Vista Irrigation District 12 Flow Control Facility Project ($4.96M); Mission Trails Water Quality Improvement ($3K); San Vicente Post Construction ($7.5K); San Diego 28 Flow Control Facility and Geotechnical Services for Access Portal Site #16 ($9.7M).

c.

(1) TITLE AND LOCATION *(City and State)*: Eastside Water Treatment Plant Expansion and Brine Line, City of Chino, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Principal-in-Charge responsible for maintaining client contact, managing the budget, and providing as-needed quality assurance and quality control reviews. The project expands the $15.5M City's Eastside Water Treatment Facility (EWTF) from 3,500 gallons per minute (GPM) to 7,000 GPM. Project elements include a booster pumping station, booster pumps, two storage reservoirs totaling 4.5 mg capacity, and two separate brine pipelines to convey backwash and softener waste from the EWTF to a Santa Ana Watershed Project Authority lateral owned and operated by the Inland Empire Utilities Agency.

d.

(1) TITLE AND LOCATION *(City and State)*: Euclid Ave. Maintenance Access Structure Rehabilitation Project, Santa Ana Watershed Project Authority, Corona, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Principal-in-Charge responsible for maintaining client contact, managing the budget, and providing as-needed quality assurance and quality control reviews. The $481K project consisted of rehabilitation of five MAS structures along Euclid Ave. by repair and or replace of the T-Lock lining, new epoxy coated lids and outlet flanges and new concrete manhole risers with a full removal of MAS 4A – 0180 and installation of a new pipe connection section. The MAS 4D-0030 and 4D-0060 were located within the USACE right-of-way and also within a protected habitat requiring additional notification and monitoring coordination requirements. Additional coordination was required with Caltrans for traffic control along Euclid Ave.

e.

(1) TITLE AND LOCATION *(City and State)*: Inland Empire Brine Line Lower Reach IV-B and C.R.C. Lateral Utility Protection, Santa Ana Watershed Project Authority, Corona, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Principal-in-Charge responsible for maintaining client contact, managing the budget, and providing as-needed quality assurance and quality control reviews. The $1.4M project consisted of removal of the 36" HOBAS lined RCP pipe (IV-B) and existing 15" VCP and 16" DIP (C.R.C. lateral) and manholes, replaced with approx. 410 LF of 36" HDPE fused pipe , installation of a (3) new 60" MAS structures, and installation of a 18" HDPE pipe and appurtenances. A temporary brine line bypass system was required in order to complete these improvements. Work within this area of the project required coordination with adjacent contracts as well as coordination with the USACE and the City of Corona.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Michael Yepiz	Deputy Project Manager/ Resident Engineer/CM / Construction Inspector	45	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Project Management Program, California State University, Fullerton Extension General Education and Business Courses, Orange Coast College and Coastline College	Inspector Training & Certification Program for the Inspection of Cured-in-Place-Pipe (CIPP) Installations, the National Association of Sewer Service Companies (NASSCO) (CIPP-217-020196) OSHA, Competent Person, Confined Space Crane Safety, Excavation and Shoring Trenchless technologies E-rail AQMD dust control California A and B Contractor's License

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Michael has more than 45 years of experience in heavy civil construction which includes project, operations, and general management positions for both public works and private projects throughout California. He has extensive experience in wet utilities such as water, sewer and storm drain. He is also highly experienced in the area of potable and wastewater pumping facilities and wastewater treatment facilities. During his career, Michael has acquired experience in a variety of trenchless technologies such as fold and form, CIPP, pipe bursting, HDPE slip lining, pipe jacking, top hats, spot repairs and all activities related to those rehabilitation methods. Additional areas of experience include grading, paving and concrete structures of all sizes. He is experienced in reviewing and negotiating change orders, reviewing progress payments, and preparing monthly reports. As General Manager of a highly respected general engineering firm, Michael oversaw and managed many multi-million-dollar projects completed for numerous agencies.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
a.	Euclid Ave. Maintenance Access Structure Rehabilitation, Santa Ana Watershed Project Authority, Corona, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Manager/Inspector for this $481K project that consisted of rehabilitation of five MAS structures along Euclid Ave. by repair and/or replace of the T-Lock lining, new epoxy coated lids and outlet flanges and new concrete manhole risers with a full removal of MAS 4A – 0180 and installation of a new pipe connection section. The MAS 4D-0030 and 4D-0060 were located within the USACE right-of-way and also within a protected habitat requiring additional notification and monitoring coordination requirements. Additional coordination was required with Caltrans for traffic control along Euclid Ave. Serving as SAWPA extension of staff, Michael reviewed plans and specifications for contract compliance; responses to submittals and RFIs; contractor schedule of activities; change order requests, contract change orders, and progress payments. Prepared and conducted weekly construction progress meeting agendas and minutes. Coordinated specialty inspection efforts; construction activities with City of Corona, USACE, and Caltrans; and coordinated and facilitated swift resolution of site conflicts. In addition, Michael provided field inspection; daily activity reports, and all photo documentation.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Inland Empire Brine Line Lower Reach IV-B and C.R.C. Lateral Utility Protection, Santa Ana Watershed Project Authority, Corona, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Manager/Inspector for this $1.4M project that consisted of removal of the 36" HOBAS lined RCP pipe (IV-B) and existing 15" VCP and 16" DIP (C.R.C. lateral) and manholes, replaced with approx. 410 LF of 36" HDPE fused pipe, installation of a (3) new 60" MAS structures, and installation of a 18" HDPE pipe and appurtenances. A temporary brine line bypass system was required in order to complete these improvements. Serving as SAWPA extension of staff, Michael reviewed plans and specifications for contract compliance; responses to submittals and RFIs; contractor schedule of activities; change order requests, contract change orders, and progress payments. Prepared and conducted weekly construction progress meeting agendas and minutes. He coordinated specialty inspection efforts; construction activities with City of Corona, USACE, and Caltrans; and coordinated and facilitated swift resolution of site conflicts. In addition, Michael provided field inspection; daily activity reports, and all photo documentation.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
San Diego 28 Flow Control Facility Project, San Diego County Water Authority, San Diego, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Resident Engineer for this $9.7M project that rehabilitated and/or replaced aging infrastructure at the existing flow control facility and hydroelectric facility. In addition to field responsibilities, Michael was responsible for coordinating project issues with the Authority and Designer accordingly to maintain forward construction progress and mitigate issues in a timely fashion.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management and Inspection Support Services, Moulton Niguel Water District, Aliso Viejo, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Contract Manager provided as-needed staff augmentation, construction management and special inspection of electrical work, startup and commissioning, linings and coatings, structural work, welding, and other general overflow inspections.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management/Engineering Support/Testing and Inspection, City of Cypress, CA,	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Submittal Reviewer for this as-needed construction management and inspection services for various task orders in support of the City's Capital Improvement Program (CIP) as well as several permits or non-CIP projects. Michael provided services for the following task orders:

- Community Center Parking Lot Seal.
- Construction Inspection for Sewer Rehabilitation CDBG.
- Construction Inspection for Concrete Rehabilitation.
- Inspection Services for Sewer Relining.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
William "Bill" Saumier, MPM	Resident Engineer/ Construction Manager	38	2

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AAS, Construction Engineering Technology, State University of New York at Canton	California General Contractor's License Class A (in progress) Certified Master Project Manager (MPM), International Project Management Board Certification OSHA Certifications - 40 Hour HAZWOPER Training Certification Safety Training Course for Safe Operations on Cranes, Capital Engineering Laboratories

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Bill is a Construction Manager with over 38 years of experience. His brings experience in heavy civil construction, which includes start to finish rail, bridge (box girder, steel girder, concrete I-beam), mass grading, road, utility, building, and waterway construction utilizing Caltrans standards. He is responsible for site monitoring, contract conformity, ensuring that projects are delivered in conformance with plans and specifications, and serving as the owner's liaison among the contractor, designers, and regulatory agencies. Bill has also served as a Lead CM on multiple construction projects totaling over $20M in construction costs. He also oversees daily construction activities and quality assurance inspections, leading weekly field meetings, monitoring permit compliance, certifying monthly payment applications based on project progress, and evaluating and negotiating extra costs.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Pleasanton Bus Rapid Transit Corridor Enhancement Project, Livermore Amador Valley Transit Authority (LAVTA), Pleasanton, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Manager for coordination between the contractor, LAVTA, and the City of Pleasanton for upgrades to 19 bus stations along the Santa Rita, W. Las Positas, and Owens Drive BRT corridors. The $819K upgrades add a variety of amenities to improve the transit experience and correct the existing roadway and pedestrian pathway corridor. Amenities include ADA improvements, rapid-style bus shelters, enhanced lighting, real-time signs, benches, trash receptacles, map racks, and bicycle racks. Bill is responsible for providing construction management and coordination between the contractor, LAVTA, and the City of Pleasanton.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Various Capital Projects (2009-2019), County of San Diego, CA	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Project Manager for large master-community projects consisting of sports complexes, historic structure restorations, roads, bridges, large excavations, parking lots, underground storm water filtration structures, pump stations, utilities, post-tension slabs, photovoltaic energy systems, and multiple school district improvement projects. Bill provided coordination with public, private, and permit agencies; contractor progress meetings; contracts; constructability reviews; estimates; consultant proposal negotiations and contracts; estimating and written notification; contract specifications, forecasting, daily reports, safety and quality inspections, risk assessment, mitigation, submittals, RFIs, and utility coordination; development and completion of punch lists; project as-built plans and specifications. Additional large master-community projects included: Rios Avenue Road Construction and Lighting (Chula Vista, CA); Cactus Park Parking Lot (Lakeside, CA); Otay Valley Regional Park Trails-Phase 1 (Chula Vista, CA); Hilton Head Park Phase 2 (El Cajon, CA); and Steele Canyon Turf Conversion (San Diego, CA).

c.

(1) TITLE AND LOCATION *(City and State)*: WestCat Bus Wash Replacement, Western Contra Costa County Transit, Bay Area, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: In Progress; CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Manager responsible for the owner representation, construction administration and management of the replacement of an antiquated bus wash with a new, double-decker wash and all associated utility and paving updates. The $567K project scope includes demolition and removal of the existing bus wash and wash water reclamation system; site clearing; alteration of existing utilities; addition of new utilities; construction of equipment room, and partially-enclosed structural canopy, installation of a new bus wash system including wash water reclamation system; landscaping; concrete pavement; and transitioning of new work to areas of existing grade.

d.

(1) TITLE AND LOCATION *(City and State)*: County Regional Park Improvements, Spring Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2004; CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Project Engineer for the $320M design consultant management of structures, landscape, irrigation, trails, and county regional park improvements that included a Little League Sports Complex along with other Environmental Impact Report (EIR) park improvements. During construction, managed county park betterments consistent with the EIR scope of work. Project included submittals, requests for information, as-built drawings, Operation and Maintenance (O&M) manuals, environmental, and inspections through the final acceptance.

e.

(1) TITLE AND LOCATION *(City and State)*: Renaldi Street Undercrossing, Caltrans, Northridge, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1995; CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Project Manager for this $6M project to replace two bridge substructures, 1 mile of 8-lane freeway, and seismic retrofit of damages caused by the Northridge Earthquake. He provided project supervision, subcontract coordination, scheduling, surveying, materials, and equipment ordering via purchase orders POs, RFIs, submittal, shop drawing, on-site design, specifications and provided coordination for new service installations, including scheduling shutdown, relocating existing services, testing, and commissioning services. The project was completed 16 days ahead of schedule with a $150,000 early completion incentive bonus and zero accidents.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Maurice El-Hage, PE	Resident Engineer/CM	36	1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering, Construction Management, San Jose State University BSCE, Civil Engineering, San Jose State University	PE: CA (Civil) - No. C45656

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Maurice has over 36 years of experience working on numerous state, federal, and locally funded construction projects throughout California. His diverse background includes managing, staffing with capable personnel, coordinating with local entities, budgeting resources and equipment as necessary to administer contracts of all sizes and complexities. Maurice has managed multi-faceted projects in his previous career with Caltrans, ranging from complex highway projects, local roads, fast-paced emergency repair projects, and Quick-Build projects with heavy community involvement.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
23rd Avenue and 29th Street Bridges, Caltrans District 4, Oakland CA	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Area Manager for this $64M project that was completed in five stages and included the widening of I-880, construction of retaining walls and sound walls, demolition, construction of off-ramps, and demolition and construction of the 23rd Avenue Bridge overpass over I-880 due to clearance issues. Managed multiple construction staffing units; planned workload balancing and resource allocation; demonstrated ability to effectively apply logic and creativity in the decision-making process; used partnering process internally and externally to resolve claims and general construction potential impasses; applying project budget control techniques to deliver the project within the allotted budget and permitted timeline.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
SR-92/I-880 Interchange, Caltrans District 4, Hayward, CA	2011	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Area Manager for this $160M new interchange that included reconstruction of Calaroga Bridge, reconstruction of Eldridge Pedestrian Overcrossing for ADA compliance, new connector ramps, improvements at Hesperian Boulevard Interchange, and a new auxiliary lane on I-880 in both directions. The project also included extensive community involvement. Maurice planned and directed the work of a large group of engineering staff, monitored day-to-day operation of contractors, analyzed work progress and associated risks, resolved claims, prepared payment quantities, and managed to complete all the work with quality under budget and within the permitted schedule.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Widening of I-880 and I-238, Caltrans, Alameda and Santa Clara Counties, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Area Manager for the management and administration of this construction program which totaled approximately $1B. He demonstrated skills in managing multiple construction staffing units; planning workload balancing and resource allocation; demonstrating ability to effectively apply logic and creativity in decision-making process; using partnering process internally and externally to resolve claims and general construction potential impasses; applying project budget control techniques to deliver the project within the allotted budget and permitted timeline.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
I-880 Capital Preventative Maintenance Project, Caltrans, San Francisco/Oakland, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Area Manager for the $44M I-880 Express Lane project funded by MTC/BATA and administered by a local consultant firm with Caltrans as the oversight agency. The construction of this project co-existed, and was simultaneously ongoing, with three (3) other major construction projects administered by Caltrans, under Maurice as the Construction Manager, all throughout the 29 miles of I-880. The project consisted of converting an existing HOV lane to an express lane involving the installation of electric wiring, proper electronic components, overhead signage, as well as new lane configuration and striping.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
I-880 Median Barrier Replacement, Caltrans, Alameda County/Oakland, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Area Manager for the $56M project called to demolish and re-install approximately 24 miles of concrete median barrier from Fremont to Oakland along Interstate 880 (I-880). New LED lighting was installed in the median and the project provided the initial construction for a future express lane project. This stretch of 1-880 is heavily congested with traffic during peak morning and evening commute hours. All construction was performed at night due to no day-time lane closures, substandard median shoulders, and no access to the median during the day.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Shu-Jon Mao, PE, QSD/P	Resident Engineer/CM	26	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of California, Berkeley	PE: CA (Civil) - No. C66634 Qualified SWPPP Developer/Practitioner, No. C66634

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Shu-Jon Mao has 26 years of experience providing engineering and construction management services for a wide range of public infrastructure improvements, including highways and roadways, bridges, and rail transit stations. He has served as Resident Engineer on 10 projects, all of which were completed without claims. Shu-Jon also has extensive experience providing engineering and construction management services for public works improvements in residential settings, including streetscapes, roadway rehabilitation, roadway construction, and bridge replacements. He has in-depth knowledge of the complexities of transportation enhancements, including transit, pedestrian, and bicycle elements; roadway reconstruction and realignment; pavement resurfacing; storm drain improvements; traffic, signal, street lighting, and other electrical improvements; landscape improvements. Shu-Jon is proficient with safety procedures, constructability analysis, contract administration procedures, claims resolution, and CPM scheduling. He has in-depth knowledge of Caltrans' Standard Plans and Specifications and manuals and extensive experience working on Caltrans projects. His Caltrans portfolio features the $50M highway improvements, which widened 2 miles of the highway from two to three lanes in each direction, constructed two major intersections, and constructed six new or improved bridges. He was responsible for supervising all project staff, making sure that the projects were constructed to the plans and specifications, writing the projects' codes of safe practice, working with involved agencies to ensure permit compliance, monitoring implementation of SWPPP measures, coordination of utility relocations, public outreach, contract administration, and reporting of labor compliance and funding reimbursement.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
25th Avenue Grade Separation, Peninsula Corridor Joint Powers Board/Caltrain, San Mateo, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

As part of the JPB/Caltrain On-Call Program/Construction Management Services contract, Shu-Jon served as Construction Manager/Resident Engineer for the $87M replacement of the existing at-grade crossing with a two-track elevated grade separation and relocation of the Hillsdale Caltrain Station northward. Work involved the construction of 1 mile of new railroad grade separation by partially raising the rails in a lightweight-cellular-concrete (LCC) filled mechanically stabilized earth (MSE) retaining wall; partially depressing the existing road; and constructing two new road connections. Grade crossings required installation of two new concrete precast bridges and a steel bridge. The project also involved construction of a new elevated, center-board, Caltrain station and a two-cell cast-in-place pedestrian viaduct, grading and drainage improvements, changes to existing traffic lights, additional street and platform lighting, relocation of existing rail signals, and custom-made shelters and other station amenities. Responsible for administering the contract in accordance with the LAPM; scheduling; preparing contract change orders; claims avoidance; quality assurance; permit compliance; maintaining public safety; and coordinating with multiple stakeholders while working adjacent to the active rail line.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Highway 101 Roadway Improvements, Caltrans District 5, Santa Barbara, CA	2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Resident Engineer for two highway improvement projects: (1) the $50M four-stage Highway 101 Operations Improvements (Milpas Street to Hotsprings Road), which involved the reconstruction of two major interchanges, construction of six new or improved bridges, freeway widening, improvements to local streets, drainage facilities, concrete median barriers, open graded asphalt concrete overlay, signalization, and landscaping; and (2) the $2M Highway 101 on-ramp widening, which involved the staged construction of a 127-meter retaining wall supported by micropiles and soil anchors; removal of aerially deposited lead; and the installation of new drainage systems, new signal poles, and landscaping. Shu-Jon was responsible for resident engineering, coordinating with responsible agencies, overseeing construction inspection, preparing contract change orders, claims avoidance and resolution, processing progress payments, tracking costs, reviewing the schedule, public relations, and overall management of the project.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Rehabilitation of Three Bridges on State Route 8, Caltrans District 59, Pine Valley, CA	2006	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Assistant Structure Representative and later the Structures Representative for the $3.8M rehabilitation of the Pine Valley Creek Bridge, Sweet Water River Bridge, and La Posta Creek Bridge on State Route 8. Work included the installation of new structural steel cross frames, removal and replacement of existing bearing pads (by jacking abutment), grinding and replacement of existing asphalt concrete surfacing with polyester concrete overlay, and removal and replacement of joint seals. Responsible for performing field inspection and certifying materials; reviewing submittals, RFIs, and progress payments; assisting with contract change orders; maintaining documentation; performing claims avoidance; and scheduling. In addition, he was also responsible for calculating gap dimensions for the installation of joint seal assemblies, reviewing concrete mix design, performing profilograph and determining "must grind" locations, performing stability checks for temporary formwork, field inspection during new structural steel frame installation and during bridge jacking to replace bearing pads, and determining grades for polyester concrete overlay.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
I-80/Highway 4 Retrofit and Widening, Caltrans District 4, Hercules, CA	1998	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Assistant Resident Engineer/Structures Representative for this $10M project that involved the demolition of two existing bridges and the construction of three new cast-in-place, pre-stressed box girder bridges and various retaining and wing walls up to 18 feet high. The bridges were built over Union Pacific Railroad and near the Highway 4 interchange. Shu-Jon was responsible for inspecting piles, footings, columns, falsework review, falsework erection, falsework grading and removal, box girder construction, rebar, concrete, pre-stressing, hinge construction, survey layout for line and grade, determined deck and soffit elevations from 4-scale drawings, sampling concrete, cost analysis and quantity calculations for contract change order work, and project payment reports. In addition, he also completed the final walkthroughs and punch lists with the contractor as well as finalizing all contract records and closeout.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Warren Williams	Construction Inspector	40	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Courses in Business Management, West Virginia State College Coursework, Detroit College of Business, Greenbrier Community College, and Cerritos Community College Storm Water Pollution Prevention Training	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Warren has over 40 years of experience in public works construction that includes serving in management roles with several cities, functioning as a consultant inspector and working as a contractor. He has provided services that include construction inspection, inspection supervision, scheduling, estimating, contract change order management, contractor payment approval, records maintenance, budget management, public relations, and permitting. Warren has provided training for city and consultant inspectors on city standards and specifications, the APWA Greenbook, and American Water Works Association (AWWA) requirements. After completion of training he would monitor and supervise the inspectors for quality control and quality assurance of their work. He is experienced with street construction/ improvements, traffic signals, storm drain systems, sewer systems, domestic/reclaimed water systems, joint utility trench, street lighting systems, and landscaping, soundwalls and similar public works construction. He is well versed in grading operations, roadway structural sections, asphalt and concrete placement, environmental compliance, traffic control implementation, maintenance work, Greenbook and local agency requirements, Caltrans specifications, NPDES storm water requirements, and safety regulations as they relate to construction. Warren has excellent communication and organizational skills and is an excellent trouble-shooter in the field.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management, Engineering Support, Material Testing and Inspection, City of Cypress, CA	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Lead Inspector for two consecutive on-call contracts with the City of Cypress. Since May of 2012, Warren has provided services on over 100 separate task/purchase orders encompassing Capital Improvement Program (CIP) as well as several permits or Non-CIP projects. Warren provided project/construction management, coordination, public outreach, and inspection for various encroachment permit projects that include new development, utilities, and SWPPP. He inspected various CIP projects for the City which included sidewalks, curb and gutter, driveway and ADA ramp replacements, tree removal and replacement, slurry seal type 1 and 2, sewer replacement and lining, street widening, relocation of utilities, asphalt grind and overlay, storm drains, biofiltration systems, stormwater retention systems, new median construction, traffic signals replacement and camera upgrades for traffic monitoring, fiber optic installation and 5G construction.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management and Inspection, City of Garden Grove, CA	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for CIP projects that included the annual slurry seal program, sewer, and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. Warren provided inspection for four street rehabilitation locations at Westminster Avenue and Brookhurst Street.

c.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Management and Inspection, City of Rancho Santa Margarita, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for CIP projects that included annual slurry seal program, sewer rehabilitation, sewer and water line replacement, pavement rehabilitation and replacement for arterial and residential streets, and median and landscape improvements. Warren provided inspection in preparation and then application, on various street locations (45 streets), the crack filling and sealing of asphalt streets along with weed abatement of all curb and gutters in those areas. After the slurry seal was completed the replacement of all striping and legions along with the yellow/white/ blue reflectors were replaced and installed.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Inspection Services, Golden State Water Company, Various Locations, Southern CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2012	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for this public utility company that purchases, produces, distributes, and sells water to nearly a quarter-million customers in California. He was responsible for providing inspection services on capital and new business projects, which included water main system upgrades, construction of new reservoirs, seismically retrofitting and waterproofing existing reservoirs, chlorination facilities, new meters, new and relocated fire hydrants, fire service/sprinkler system lines, irrigation systems and connections to private residences. Warren maintained as-built plans, daily and weekly reports, safety reports, and change order documentation; obtained permits from various cities and regulatory agencies; monitored traffic control; and maintained good public relations for the company. Further responsibilities included loading and hydrostatic pressure testing the system, performing bacteria testing, verifying NPDES requirements and monitoring final tie-in connections.

e.

(1) TITLE AND LOCATION *(City and State)*

Various Projects, Golden State Water Company, Various Locations, Southern CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2005	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Resident Engineer/Inspector for more than nine years. Warren provided services for this public utility company (formerly Southern California Water Company) that purchases, produces, distributes, and sells water to nearly a quarter-million customers in California. Warren supervised and trained a staff of inspectors and performed inspections on literally hundreds of capital and new development projects, which included water main system upgrades, water main lining, construction of new reservoirs, seismic-retrofitting and water proofing of existing reservoirs, chlorination facilities, new meters, new and relocated fire hydrants, fire service/sprinkler system lines, irrigation systems and connections to private residences. Warren maintained as-built plans, daily reports, contract change order documentation, obtained permits from various cities and regulatory agencies, monitored traffic control, and maintained good public relations for the Company. Further responsibilities included loading and hydrostatic pressure testing the system, performing bacteria testing, enforcing NPDES requirements and monitoring final tie-in connections. Projects required pavement replacement, using conventional asphalt as well as rubberized asphalt concrete.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Thomas Michael, EIT	Construction Inspector	19	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, San Diego State University AS, Engineering – Civil Emphasis, Southwestern College	EIT: CA No. 113487 The National Association of Sewer Service Companies (NASSCO), Inspector Training & Certificate Program (ITCP) for the Inspection of Cured-in-Place-Pipe (CIPP) Installations (CIPP-217-020196)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Thomas has 19 years of experience in public works infrastructure construction inspection and Storm Water Pollution Prevention implementation and inspection. Thomas' roles have included Construction Manager, Resident Engineer, Inspector, and Office Engineer. He is proficient with daily inspections to validate all quality assurance and quality control functions conform to client and contract requirements. He is experienced supervising construction sites, field engineering, site work inspections, and work progress measurements; experienced in design, engineering, and construction of projects that encompass the contemplated tasks as anticipated for this contract. He also brings extensive experience in contract and construction administration for private and public contracts. Thomas supervises work tasks so that projects comply with contract documents, specifications, design blueprints, provincial/local and utility company standards and codes, and health and safety regulations standards. He is familiar with various construction methods (open cut, directional drilling, jack and bore); performed inspection services for roads, utility pipes (water, sanitary, storm, electrical and communications) installation, grading and drainage, and stormwater management facilities. He understands the importance of minimizing disturbances to business operations and to residents, and works seamlessly with clients and subconsultants to resolve issues before they become problematic, avoiding delays and/or cost overruns.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Inspection Services for Development and Capital Improvements, Elsinore Valley Municipal Water District (EVMWD), Lake Elsinore, CA	2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for various projects that included earthwork, grading, water and sewer pipeline construction including trenching, backfill and compaction, water valves, blow-offs, fire hydrants, air/vacuum valves, manholes, sewer air release valves, water service line and sewer lateral construction, pavement and concrete removal and replacement, water pump station construction including footings and foundations, slabs, above and below ground piping, and other general water and sewer facility and appurtenance types of construction. Thomas was responsible for daily inspection reports, quality controls, quantity counts, progress payments, and submittals. Project value was $250K.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Vallecitos Water District 11/Vista Irrigation District 12 Flow Control Facility (Task Order #01), San Diego County Water Authority, Escondido, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for this $797K project that included connecting the new facility to existing pipelines, rehabilitation of the existing Pipeline 1 and Pipeline 2 turnout structures, demolition of the existing VID 1/VAL 2 FCF building, and all other appurtenances. Other work included site grading and excavation. Thomas provided field inspection to ensure compliance with the Authority's plans and specifications. He provided photo documentation; prepared daily reports, punch lists, notices of noncompliance; oversaw testing services; and maintained/reviewed the contractor's as-built documents.

c.

(1) TITLE AND LOCATION *(City and State)*

Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 1 and 2, Santa Ana Watershed Project Authority, Corona, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2017	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for Phase 1 which included inspection of approximately 27,000 LF of 24-inch PVC pipe with installation of approximately 23,000 LF of CIPP, construction of 19 maintenance access structures and replacement of fittings and appurtenances. A temporary bypass pipeline was constructed to divert brineline flow while CIPP rehabilitation activities were completed to allow for the Authority to remain in operation while construction activities were completed. Project value was $12.4M. Phase 2 included construction of approximately 5,100 LF of new 18-inch diameter IPS HDPE pipe, construction of four maintenance access structures, and associated fittings and appurtenances. Also included was the abandonment of the existing system. Project value was $1.9M. Thomas was responsible for inspection, completing daily inspection reports including photo documentation, and providing quality control.

d.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Management and Inspection Support Services, Moulton Niguel Water District, Aliso Viejo, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for this on-call that included electrical work, startup and commissioning, linings and coatings, structural work, welding, and other general overflow inspections. Thomas provided inspection support to ensure compliance with plans and specifications for the District's cured-in-place pipeline lining projects, manhole epoxy lining manhole rehabilitation projects, and well pump station rehabilitation.

e.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Management and Inspection (Contract #11A2479), Caltrans District 11, San Diego, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for this $3M contract that included as-needed professional and technical services in support of District 11. Thomas provided services for various task orders to include day-to-day inspection of the contractor's work, photo documentation, prepared daily reports, construction activity progress reports, and processed submittals. In addition, he was responsible for preparing punch lists, notice of noncompliance, maintaining as-built documents, and reviewing the contractor's as-builts.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Bill Fernandez	Construction Inspector	32	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
General Studies, Orange Coast College	RSO - Radiation Safety Officer Trench Shoring Safety Certification Soil Gauge Certification

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Bill has worked on a variety of complex public works projects throughout his career, with increasing responsibility due to his high level of competence and professional demeanor. His key strengths include his extensive knowledge of soils conditions and his experience with Caltrans requirements for public works pipeline installations. As a veteran handling public relations for sensitive construction projects, he has provided guidance on high-profile projects, including major shutdowns for the Port of Long Beach and public works construction within private properties. His primary goal is to ensure that the contractor meets the requirements of the plans and specifications and he always strives to keep the client's staff well informed of progress.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Sewer System Rehabilitation Phase I - Sewer Main Lining and Spot Repair Projects Nos. 3 and 4, Garden Grove Sanitary District, Garden Grove, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✔ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for this project that consists of the rehabilitation of 23,000′ of 8- and 10″ vitrified clay pipe (VCP) pipe by cured-in-place pipe (CIPP), manhole replacements, and installation of approximately 15 top hats. Site challenges include work in high traffic zones, with close proximity to residential properties, businesses, and schools. The contractor encountered issues with the lining operation that extended past normal working hours, and Bill notified residents of work. He provided inspection for roadway work to include AC concrete, soil compaction, base placement, and slurry backfill, as well as water and sewer lines. He also provided traffic control for arterial and residential streets.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Alley and Sewer Improvement Projects, City of Brea, CA		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Civil Inspector provided services for the $1.5M installation of 1,000′ of sewer line and 1,000′ of trenchless pipe bursting and lining of PVC piping into older sewer line. Project elements included heavy civil, sub-grade work, public agency coordination, permitting, SWPPP, utility coordination, and as-built drawings.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Main Replacement Project South Grand Oaks Avenue and Bonita Avenue, City of Los Angeles, CA	2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Special Inspector for the $1M installation of 350′ of 8″ DIP, 3- 6″ fire hydrant laterals and the installation of 110′ of 1″ water service laterals off an 8″ DIP to meter box. Project elements included sub-grade work, agency and utility coordination, permitting, safety, SWPPP, and contractor oversight. Bill provided construction observer and special inspector services.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Alley Water Main Conversion – Phase II, Long Beach Water Department, Long Beach, CA	2017	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Civil Inspector for the $2.5M conversion of 170 private water mains and four tie-ins within the Caltrans jurisdiction of Pacific Coast Highway on pipelines for final tie-ins. Project elements included heavy civil, sub-grade work, structural system installations, permitting, SWPPP, Soil sampling and testing, utility coordination, and as-built drawings.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Public and Private Projects, Various Agencies, Various Locations, CA	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Soils Technician and Special Inspector on several major road projects, residential, commercial, and school projects for the cities of Costa Mesa, Irvine, Huntington Beach, Newport Beach, Brea, and Torrance; the Orange County Environmental Management Agency/Public Works, Assessment District; and Caltrans. The $1B in projects included post-grading, trench backfilling, sewer, water, storm drains and utility trenching. He supervised the structural section testing for bridges, dams' deep foundations, and paved streets with Caltrans. He was also responsible for supervision and training of other technical and field personnel. Project elements included heavy civil, sub-grade work, structural system installations, permitting, SWPPP, soil sampling and testing, utility coordination, and as-built drawings.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Mike Trail, CCM	Civil Engineer	35	2

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
General Studies, Prince George's Community College	Certified Construction Manager, CMAA Competent Person for Excavation Trenching and Shoring Hazard Communication and Global Harmonization Systems Personal Protective Equipment Procore Certified - Project Manager: Quality & Safety, Core Tools, Administration and Financial Management NASSCO PAC, LACP, MACP

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mike is a Certified Construction Manager and NASSCO Certified Inspector with over 35 years of water infrastructure engineering and construction management experience. Mike has administered and coordinated water utility and facility construction projects nationwide. Prior to joining Gannett, he had a 30-year career with the Washington Suburban Sanitary Commission, serving as the construction manager for the water main replacement and sewer consent degree programs.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Sewer System Rehabilitation Phase I - Sewer Main Lining and Spot Repair Projects Nos. 3 and 4, Garden Grove Sanitary District, Garden Grove, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

QA/QC Manager for this project that consisted of the rehabilitation and CIPP lining of approximately 23,000 LF of 8- and 10" sewer mains, 511 service lateral reinstatements, installation of 25 top hat mainline-lateral interface structural seals and the temporary sewer bypass associated with the rehabilitation work. Mike provided both constructability and cost estimate reviews. In addition, serving as a subject matter expert for sewer rehabilitation projects, he reviewed CCTV to provide design suggestions concerning the types of rehabilitation to be used for the project.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Palos Verdes Golf Club, Recycled Water Lateral and Lago Seco Pump Station, West Basin Municipal Water District, Torrance, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

QA/QC Manager for this project that included the installation of approximately 18,631 LF of 10-, 8- and 4" C900 PVC, an 8" meter vault, blow-off valves, combination air release valves, in addition to a pumping station. As QA/QC Manager, Mike provided both design and constructability reviews.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Stream Restoration, Stormwater Pond and Outfall Retrofit–Construction Management and Inspection Services, Anne Arundel County Department of Public Works, Anne Arundel County, MD		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

QA/QC Manager for this project that consisted of providing construction management and inspection services for the Class-B stream restoration, storm drain outfall and stormwater management facility retrofit sites throughout the northern and southern regions of the County. Mike provided document control assistance, and as a Procore "super user," set up each assigned task as a separate project in order to effectively manage accordingly.

d.

(1) TITLE AND LOCATION *(City and State)*

Fire Hydrant Rehabilitation Phase 26 - Construction Management Inspection Services, Anne Arundel County Department of Public Works, Anne Arundel County, MD

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Construction Inspector for the painting of fire, hydrants at various locations throughout Anne Arundel County. He also ensured that work was performed efficiently, effectively, safely and in accordance with the project specifications.

e.

(1) TITLE AND LOCATION *(City and State)*

St. Margarets Road & Old Mill Bottom Road Water Main Replacement, Anne Arundel County Department of Public Works, Anne Arundel County, MD

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Assistant Construction Manager for the $1.9M project providing construction and inspection services for the installation of 7,674 LF of 12-inch PVC water main, which includes the jack and bore of approximately 250 LF under Route 50 and the installation of 60 WHC's.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jennifer Saldivar, CPM	Grant Management/ Document Control	16	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Certified Project Manager	The National Association of Sewer Service Companies (NASSCO), Inspector Training & Certificate Program (ITCP) for the Inspection of Cured-in-Place-Pipe (CIPP) Installations (CIPP-217-020196) California Notary Public

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Jennifer has more than 16 years of experience with groundwater treatment, water treatment plants, water systems, and pipeline projects, providing construction management and contract administration/project controls, emphasizing project management, document control, and grant management. Jennifer brings significant experience managing multiple projects and contractors while overseeing staff, budgeting, subconsultant contracting, and client satisfaction. She is experienced managing SRF funded projects and understands the importance of complying with requirements in order to maintain funding and obtain disbursement in a timely manner.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Construction Management and Inspection Services for Water Distribution Conveyance, Santa Clarita Valley Water Agency (SCVWA), Santa Clarita, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Program and Construction Manager/Resident Engineer responsible for the coordination of deliverables to the Agency, daily document control efforts, processing contract change orders, progress payments, conducting meetings and producing meeting minutes, review of RFIs and submittals in accordance with the specifications, coordination of field issues with agency staff, coordination and scheduling of field inspectors and materials testing, survey and stakeholders along with completion of project closeout requirements including punchlist completion, operation and maintenance manuals, and lien releases. Jennifer provided services for the following projects:

- PFAS Groundwater Treatment and Well Q2 Perchlorate Removal Facility ($8.1M).
- Magic Mountain Parkway Phase 6a B&C Review ($4.6M).
- Mission Village 01A/01C Water Systems Improvements Project – Development Staff Augmentation ($7M).
- CL118A Bouquet Canyon Road Pipeline, Groundwater Containment, Treatment & Restoration ($5.5M).
- CL118B Groundwater Production, Restoration, Transmission Mains ($13.3M).
- Rio Vista Treatment Plant Expansion ($37M).
- Earl Schmidt Chemical Storage and Delivery Project ($488K).
- Newhall Lateral Reach 2A Modifications ($188K).
- Newhall Lateral Reach 2B Facility Modifications ($440K).
- Foothill Feeder Turnout Structure ($2.9M).

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Eastside Water Treatment Plant Expansion and Brine Line, City of Chino, CA	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Client Liaison and Grant Funding Compliance Manager responsible for maintaining client contact, managing the budget, and providing as-needed quality assurance and quality control reviews. The $15.5M project expands the City's Eastside Water Treatment Facility (EWTF) from 3,500 gallons per minute (GPM) to 7,000 GPM. Project elements include a booster pumping station, booster pumps, two storage reservoirs totaling 4.5 MG capacity, and two separate brine pipelines to convey backwash and softener waste from the EWTF to a Santa Ana Watershed Project Authority lateral owned and operated by the Inland Empire Utilities Agency.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Multiple Projects, Elsinore Valley Municipal Water District, Lake Elsinore, CA	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Program and Construction Manager/Resident Engineer responsible for coordinating deliverables to the District, daily document control efforts, contract change orders, progress payments, conducting meetings, and producing meeting minutes. Her role also involved review of RFIs and submittals under the specifications, coordination of field issues with District staff, coordination and scheduling of field inspectors and materials testing, survey and public relations subconsultants, along with completion of project closeout requirements including punch list completion, operation and maintenance manuals, and lien releases. Jennifer provided services for the following projects:

- On-Call Inspection Services for Development and Capital Improvements ($250K).
- Water System Improvements in Lakeland Village ($637K).
- Water System Improvements in Country Club Heights ($1M).
- Repair of 19 Bolted Reservoirs ($498K).
- Pottery Street Sewer ($1M).
- Repairs to 15 Manholes ($134K).
- Relocation of the Sewer in San Joaquin Drive West ($550K).
- County Water Company of Riverside - Final Water Improvements ($287K).
- Regional Agricultural Pipeline Conversion ($1M).

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Inland Empire Brine Line Reach V Rehabilitation and Improvement Project – Phase 1 & 2, Santa Ana Watershed Project Authority, Corona, CA	2017	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Assistant Construction Manager/Office Engineer for this project that included two phases. Phase 1 included inspection of approximately 27,000 LF of 24" PVC pipe with installation of approximately 23,000 LF of cured-in-place-pipe (CIPP), construction of 19 maintenance access structures and replacement of fittings and appurtenances. A temporary bypass pipeline was constructed to divert brineline flow while CIPP rehabilitation activities were completed to allow for the agency to remain in operation while construction activities were completed. Project value was $12.4M. Phase 2 included construction of approximately 5,100 linear feet of new 32-inch diameter IPS HDPE pipe, construction of four maintenance access structures, and associated fittings and appurtenances. Also included was the abandonment of the existing system. Project value was $1.9M. Jennifer assisted with coordination of deliverables for the construction manager, daily document control efforts, processing of contract change orders, progress payments, meeting minutes, RFIs and submittals in accordance with the specifications and completed project closeout requirements including punchlist completion, operation and maintenance manuals and lien releases.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Multiple Projects for South Archibald Plume Clean-Up, Chino Basin Desalter Authority, Chino, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Program and Construction Manager/Resident Engineer responsible for management of project team, consultant budgets, subconsultant contracts and budgets, individual project pre-bid documentation preparation, contract bid award and compliance verification, project audits and client satisfaction. The $25M South Archibald Plume Clean-Up Project (SAPCP) is a comprehensive program to mitigate contamination and excessive levels of Trichloroethylene (TCE) and other Volatile Organic Compounds (VOCs) and toxins identified through local groundwater monitoring. The improvements were performed under five separate phases to complete installation of the raw water pipeline from the new Well Facility II-12 through the Cities of Ontario, Eastvale and Jurupa Valley to the CDA Chino II Desalter facility where the raw groundwater is treated through a modified RO system.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jim Gallego, PE	Scheduler	34	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, Texas A&M University	PE: CA (Civil) - No. 55575

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

As Senior Scheduler, Jim develops preliminary, initial and progress schedules, cost and labor resource-loaded schedules, and recovery and claim schedules when required. Conducts time impact analyses. Writes narrative, schedule, activity, and logic reports showing earning by CLIN. Creates cash flow/schedule variance control diagrams. Integrates contractors' schedules into master CMP schedules and develops and maintains detailed Critical Path Method project schedules with loaded resources. Coordinates with project management for schedule updates. Develops quantity take-offs, estimating and budgeting reports, and schedules for proposals. Coordinates and attends project walkthroughs and pre-bid meetings; contributes to bids and proposals; and defines detailed scopes of work. Participates in pre-construction, procurement, expediting tasks, and constructability reviews. Manages transportation and design-build projects for various clients, interacts and coordinates with clients' representatives, and works with project staff and management. Software skills include Oracle Primavera P6, Primavera Project Planner (P3), and SureTrak 3.0 scheduling software

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Sixth Street Viaduct Replacement, City of Los Angeles, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Project Scheduler on joint-venture team responsible for multiple aspects of the $260M project's resource- and revenue-loaded project schedule. Created and updated schedules including finalizing schedule, narrative, and project reports and plots. Each narrative report was over 1,000 pages after importing all plots and reports. Developed multiple Time Impact Analysis (TIA) schedules to document impacts to project. Worked closely with joint-venture team to assist with finalizing project's revised Baseline schedule; participated in and led project schedule meetings with key personnel to develop TIA schedules; and assisted with developing revised Baseline schedule.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Design-Build Contract for Construction Packages 2-3, California High-Speed Rail Authority, Various Locations, CA	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Senior Project Scheduler on joint-venture team responsible for multiple aspects of the $1.5B project's resource- and revenue-loaded project schedule. Developed TIA schedules for multiple issues on the project. Also developed interview questions and conducted interviews with lead scheduler. This allowed joint-venture team to locate and hire permanent scheduler for project. Worked closely with joint-venture lead scheduler; developed two different revised Baseline schedules; participated in and led project schedule meetings with key personnel to develop TIA schedules; and assisted with developing revised Baseline schedules. Developed "what if" TIA schedules to forecast potential project impacts.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Quint Street Bridge Replacement, Peninsula Corridor Joint Powers Board (Caltrain), San Francisco, CA	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

As Senior Project Scheduler, reviewed contractor's Baseline, Update, and TIA schedules for $5M bridge replacement project. Conducted meetings with contractor to resolve issues associated with schedules.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
San Mateo Bridges Replacement, Peninsula Corridor Joint Powers Board (Caltrain), San Mateo County, CA	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

As Senior Project Scheduler, reviewed contractor-developed Update and TIA schedules for the $10M bridge replacement. Conducted meetings with contractor to resolve issues associated with Update and TIA schedules. Developed Caltrain "what if" TIA schedules to forecast potential project impacts.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Summit Reservoir and Shasta/Woods Pumping Plant Replacement, East Bay Municipal Utility District, Contra Costa and Alameda Counties, CA	2018	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

As Senior Project Scheduler, developed Baseline and Update schedules for the $15.9M project. Work included constructing a temporary 0.4-million-gallon bolted steel tank, demolishing the existing Summit Reservoir, Shasta/Woods Pumping Plant, constructing a 3.5-million-gallon prestressed concrete tank, site grading, access roads, retaining walls, site paving, and drainage improvements. Work also included constructing 6 to 30-inch water distribution pipelines, a new Summit Reservoir, Shasta/Woods Pumping Plant, three 1.4 million gallon per day vertical turbine pumps, motor control equipment, related piping, valves, flow meter, and other mechanical and electrical systems. Used Primavera P6 to develop resource- and revenue-loaded Baseline and Update schedules.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Kittijuk "Kitt" Tongthaworn, PE, SE, QSD/P, LEED AP	Structural Engineer/ Constructability Review and Value Engineering	24	<1

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineer, California State University, San Jose BS, Civil Engineering, California State University, San Francisco	PE: CA (Civil) - No. 60765 SE: CA (Structural) - No. 5222 Qualified Storm-water Developer (QSD/P), No. 60765 CPR and First-Aid No. CBA9CE LEED Accredited Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Kitt has 24 years of experience providing civil engineering, structural engineering, and construction management services for bridge and highway projects designed and constructed to the standards of Caltrans and the Federal Highway Administration. Kitt has extensive experience in construction oversight. He provides pre-construction, construction, and post-construction services, including review of plans and specifications, constructability analysis, engineer's cost estimates, value engineering, construction administration, interpretation of CPM schedules, construction schedule monitoring, construction inspection, quality assurance/quality control, utility coordination and relocation, development of punch lists, as-built drawings, and analysis of claims and project close-out. He brings a proven collaborative style of management to create partnering environments, develops dynamic and creative approaches to achieving on-time and on-budget results, while managing multiple projects at multiple sites.

Kitt is experienced in reviewing submittals, including shop drawings, product data, samples, test samples, quality control plans, work plans, materials sources, test data and test results, and evaluation reports, as required by the contract and/or submitted by the construction contractor; enforcing compliance with applicable regulations controlling the work being inspected, including Cal/OSHA, Federal Highway Administration, and OSHA regulations; performing calculations (stress and deflection) of temporary structures as used in the construction of bridges (falsework, temporary shoring, working platforms, temporary supports); construction of temporary and permanent structures; stress analysis, strength, properties and uses of construction materials; mathematics as applied to civil engineering; and methods, materials and equipment used in construction and maintenance of transportation structures.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
I-680/Stoneridge Drive Interchange, Costco Wholesale, Pleasanton, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Structures Representative for this $20M freeway on-ramp bridge connecting Stoneridge Drive to I-680 Northbound. The Costco-Stoneridge interchange project will widen the existing Alamo Canal Bridge to add one additional 12' lane. The project includes the construction of a triple-span, 230' long cast-in-place post-tensioned concrete bridge with 90-foot diameter by 80-foot long wet CIDH piles, and Class 200 precast concrete driven piles at Abutment 1 and 4. The project also includes the construction of approximately 100 feet of sheet-pile retaining wall and 500 feet of type 1 concrete retaining wall. The Alamo Canal Bridge is in the State right-of-way; therefore, all construction work is per Caltrans Standards, with all documentation per the State Local Assistance Procedures Manual (LAPM). This project requires coordination with various stakeholders such as Zone-7 Water Agency, City of Pleasanton, and Alameda County. The rest of the project includes roadway improvements on Stoneridge Drive from Johnson Drive to I-680; reconfiguring the signalize intersection at Stoneridge / Johnson Drive, city street, curb/gutter/sidewalk, bike lane, soundwall, and landscaping construction. Responsible for the review of submittals, responses to RFIs, preparing contract change orders, review of progress payments, construction surveys, and coordinating with the design consultants.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
25th Avenue Grade Separation and San Carlos Transit Center, Peninsula Corridor Joint Powers Board/Caltrain, San Mateo, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Structure Representative/Resident Engineer for the $87M 25th Avenue Grade Separation project that involved construction of six railroad bridges – one steel girder bridge and five precast/prestress girder bridges. All the structures are on CIDH pile foundations. The project also involved construction of MSE walls. The San Carlos Transit Center project involved construction of 110-foot-long retaining wall, reconstruction of the station parking lot, construction of a new signalized intersection, construction of pedestrian pathways that connect directly to the new transit village, underground utility relocations, paving, and concrete flatwork. Kitt was responsible for review of submittals, responses to RFIs, preparing contract change orders, review of progress payments, construction surveys, and coordinating with the design consultants.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Tuolumne River Bridge Rehabilitation, Caltrans District 10, Jamestown, CA	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Structures Representative for this $16.5M project that included the complete replacement of the James E. Robert Memorial Bridge deck. The six-span 1,400-foot-long bridge crosses the Tuolumne River and the Don Pedro Reservoir. Work also included the replacement of the bridge bearings and strengthening of the existing steel plate girders. Kitt was responsible for the constructability review, responding to RFIs, submittals review, preparing contract change orders, progress payments, and construction surveys.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
State Route 4 Crosstown Viaduct, Caltrans District 10, Stockton, CA	2016	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Assistant Structures Representative for this $60M project that included the construction of two, 21-span, 2,850-foot-long precast/prestressed concrete girder viaducts extending State Route 4 at the Port of Stockton. Because the twin bridges span over BNSF, UPRR, and Port of Stockton rail lines, complex coordination between multiple stakeholders was required. Unique features of the project included the installation of 100-foot long, 9-foot-diameter CIDH piles in railroad right-of-way, post-tension bent cap, and triple crane pick girders erection. Responsible for constructability review, responding to RFIs, submittals review, preparing contract change orders, progress payments, and construction surveys.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Silva Valley Interchange, County of El Dorado, El Dorado Hills, CA	2015	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Structures Representative for this $40M project that included construction of four bridges with span lengths of up to 200 feet and widths of 110 feet; construction of RCB culverts; and Type 1 and MSE retaining walls. Responsible for constructability review, responding to RFIs, submittals review, preparing contract change orders, preparing progress payments, construction surveys, and coordinating with the Caltrans Office of Structure Design, Materials Engineering and Testing Services (METS), and design consultant and contractors.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jerry Pascoe, PE, GE	Geotechnical Engineer	26	10

15. FIRM NAME AND LOCATION *(City and State)*

GANNETT FLEMING Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, California State University, Sacramento	PE: CA (Civil) - No. 58156 GE: CA (Geotechnical) - No. 2613

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Jerry is a Principal Geotechnical Engineer providing geotechnical and civil engineering services that include geotechnical investigations, consultations, and designs for various projects including roadways, pipelines, solar and cell phone installations, dams, water conveyance systems, water tanks, bridges, parks, schools, military facilities; commercial, industrial, and retail complexes; and residential. Manages projects from preliminary design through construction including scope and cost development; preparation of preliminary design reports; preparation of plans, specifications, and cost estimates; construction observation services; installation and monitoring of geotechnical instrumentation; and materials testing and inspection. Supervises engineering staff, field technicians, inspectors, and subconsultants/subcontractors. Also specializes in foundation and retaining wall design, settlement analysis and monitoring; mitigation of expansive soils; slope stability and deformation analyses; landslide evaluations and mitigation, geotechnical instrumentation and monitoring; forensic investigations including crack and settlement monitoring; pavement evaluations and design; and liquefaction studies.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Lakes Nora and Grace Dam Embankment Repair, Confidential Client, Shasta County, CA	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Design Engineer and Project Manager for embankment repairs at both Lake Nora and Lake Grace in Shasta County, CA. Both embankments were originally constructed in the early1900s and generally are homogeneous earthfill dams. Recent inspections have noted significant muskrat activity within the embankments resulting in settlement, erosional scarps, and the potential for through seepage and piping related failures. The team prepared design drawings and specifications for muskrat den repair, developed exclusion details, and plans for raising the embankments to their respective original design heights. Provided engineering support during the permitting and construction phases of the project, including site visits during construction to ensure conformance with the design intent, answering questions during design and providing design changes as needed. Provided support with interactions with FERC, including preparation of a final construction report.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Upper Blue Lake Dam, Seismic Retrofit Project, Confidential Client, Alpine County, CA	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Design and Geotechnical Engineer for an upstream rock fill buttress to mitigate seismic hazards to the dam related to liquefaction of the foundation materials. The project included an investigation of the existing conditions of the dam, performing analyses to determine the seismic vulnerabilities and anticipated deformations, and designing a stability buttress on the upstream face of the dam to mitigate against the potential hazard. To allow for construction of the buttress, the existing intake structure had to be demolished and a new one constructed further upstream, which required an analysis to confirm the DSOD draw-down criteria was met. Specific responsibilities included managing the project, staffing, and design efforts, performing senior-level technical design and quality assurance/quality control (QA/QC) for design components, led the preparation of construction documents including plans and technical specifications, and coordinating with the client, project stakeholders, and state (DSOD)/federal (FERC) regulators throughout the design process. Also provided engineering support during the construction operations, documenting the as-built repairs into final drawings, and assistance with preparing FERC construction reports.

c.

(1) TITLE AND LOCATION *(City and State)*: Merced Falls Dam, Confidential Client, Merced County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Geotechnical Engineer providing onsite engineering oversight during crest restoration grading. A portion of the dam is a 43-foot-high earthen embankment that has a clay core flanked with river cobbles and a sheet pile wall through the core as an additional seepage barrier. The crest of the dam had experienced localized settlement over time that required additional fill to restore the freeboard. Responsibilities included observation and documenting of subgrade preparation, confirming imported fill meets the required specifications, and placement of fill to the required grades. Fill was placed using a method specification; compaction testing was not performed due to the open-graded granular nature of the fill.

d.

(1) TITLE AND LOCATION *(City and State)*: Lower Blue Lake Dam, Confidential Client, Alpine County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Geotechnical Engineer supporting the development and implementation of a geotechnical field investigation at Lower Blue Lake Dam to evaluate historic through seepage. The scope included site characterization, liquefaction assessment, and slope stability and deformation analyses for the facility. Responsibilities included technical support during development of the drilling program plan and obtaining FERC approval, the field investigation, and the analysis and reporting. The field investigation consisted of cone penetrometer tests, direct push sampling, installation of vibrating wire piezometers, and exploratory borings through rock and soil. The embankment characterization included developing shear strength parameters using various correlations and strength test data, accounting for impacts due to gravel fractions and post-liquefaction residual strengths. The potential for seismically-induced deformations were evaluated using simplified, semi-empirical procedures based on Newmark sliding block theory.

e.

(1) TITLE AND LOCATION *(City and State)*: Relief Dam Throughflow and Stability Analysis, Confidential Client, Tuolumne County, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(if Appl.)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Geotechnical Engineer for performance of a throughflow analysis to analyze the impact of flowing water through the downstream rockfill shell due to a PMF overtopping event and stability of a stacked rock wall at the downstream toe of the dam. Specific responsibilities included technical support and review of the throughflow analysis which required the estimation of the rockfill gradation using the Wolman Count methodology (FHWA). This was facilitated by reviewing LiDAR data and using field measurements to estimate the median (D50) rock size. Additional responsibilities included performing a static and seismic stability analysis of the stacked and mortared rock wall both under normal conditions and hydrostatic loading during a PMF event.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Randy Reichert	Materials Testing Project Manager	31	1

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore - Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AA, Mechanical Design General Education & Mathematics, Rancho Santiago College General Education & Diesel Mechanics, Golden West College	Radiation (Nuclear Gauges) User Safety California Test Methods: 105, 106, 125, 201, 202, 205, 206, 207, 211, 213, 214, 217, 226, 227, 229, 234, 235, 304, 308, 309, 367, 370, 382, and 384 AASHTO Test Methods: T 11, T 27, T 84, T 85, T 96, T 166, T 176, T 209, T 210, T 248, T 255, T 269, T 275, T 304, T 308, T 329, T 335, R 47, R 76, and ASTM D 4791

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

As a Project Manager for Ninyo & Moore, Randy provides in-depth knowledge in testing methods, inspection, and standards relating to concrete and hot mix asphalt (HMA) production and placement operations. Has extensive experience working on state and interstate highway transportation projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
On-Call Materials Sampling and Testing Contract #12A1887, Caltrans District 12, Orange County, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Serves as Project Manager providing as-needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Route 210 Soundwall Construction, Phase III, La Canada Flintridge, CA	In Progress	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Serves as Project Manager providing materials sampling and testing services for the Route 210 Soundwall Construction – Phase III Project. The project consists of constructing three block soundwalls on Route 210 in the City of La Canada Flintridge. Ninyo & Moore's services include, but are not limited to, density testing on subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, sieve analysis, sand equivalent, durability, and R-value on soils. Compressive strength testing for concrete, grout and mortar and Hveem stability, unit weight, and percentage asphalt content and extracted gradations for asphalt concrete. Ninyo & Moore Fees: $95,000.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Pacific Coast Highway / Hawthorne Boulevard Intersection Improvements, Torrance, CA	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ✓ CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Served as Project Manager providing materials sampling and testing services for the Pacific Coast Highway (PCH) and Hawthorne Boulevard Intersection Improvements Project. This project consisted of widening the intersection of PCH and Hawthorne Boulevard. Services included, but were not limited to, density testing on pavement subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services included, maximum density, expansion index, plasticity index, chloride and sulfate content, pH and resistivity, sieve analysis, sand equivalent, durability, and R-value on soils. Ninyo & Moore Fees: $77,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Job Mix Formula Reviews (Hot Mix Asphalt) & Mix Design Reviews (Concrete), Caltrans District 12, Orange County, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Reviewed contractor's proposed HMA, RHMA, and OGFC Job Mix Formulas (JMF's) for compliance. Additionally, reviewed contractor's proposed miscellaneous HMA (dike, berm, MVP's and gore areas), ATPB and slurry seal mix designs. Concrete mix design reviews include structures concrete, (bridge decks, walls, footings, piers/columns, approach slabs, shotcrete, CIDH piles, sound wall grout, soil nail grout and structures and rapid strength concrete). Incorporated in-depth knowledge and reference of the Standard Specifications, American Concrete Institute (ACI) Concrete Mix Design Manual and Asphalt Institute (AI) Asphalt Mix Design Methods.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if Appl.)*
Administer Caltrans' Material Plant Quality Program, Caltrans District 12, Orange County, CA	2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — CHECK IF PROJECT PERFORMED WITH CURRENT FIRM

Served as Weights and Measures Coordinator for Caltrans District 12. Approved concrete and asphalt production facilities for projects. Traveled to facilities and conducted inspection to ensure their compliance with all Caltrans requirements. Notified operators of any deficiencies. Also inspected for safety requirements, per Cal-OSHA regulations.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
On-Call Engineering Services (2015 - 2022), Phoenix, AZ	In Progress	In Progress

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
City of Phoenix	Allan J. Smolko, PE	602.256.4337

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Construction/Project Management
- Construction Inspection, Observation and Assessment
- Design services (structural, civil, geotechnical); and bid documents (PS&E)



Work under this on-call contract includes construction administration services and assistance with the City's pavement preservation program. Gannett's role includes providing up to two engineering staff to assist City personnel with contractor oversight for the City's Pavement Preservation Program. Work includes field work, program and contract management and project level reviews. Gannett provided construction support after design for the specialized construction of cell tower foundations atop North Mountain. Support included RFI response, submittal reviews, and specialized geotechnical review and recommendations based on the extreme slope and rocky terrain of the area. Task orders include the following:

- **Phoenix Convention Center Shoring Inspection:** Entered tunnel to assess the condition of structural components, and provide repair recommendations for the building's south-face basement soil shoring system; the shoring system is approximately 40 feet tall by 700 feet long and consists of cable tie-backs and anchorage, wood planking, and steel bolting.
- **Rental Car Center (RCC) Expansion Joint Rehabilitation:** Provided recommendations and construction inspection services for repairing deteriorated expansion joints throughout the rental car garage; inspection work was conducted at off-peak hours to limit disruption to operations.
- **PSHIA Bridge Maintenance Program – Phase III:** Assisted in the prioritization of the continued bridge repair program at PSHIA, including preparation of repair plans for the Taxiway Romeo slope drainage, tracking and monitoring bearing pad replacements at the T4 Concourse Bridges.
- **Phoenix Bridge Maintenance Programs – Phase III:** Provided construction inspection and oversight support for bridge repair and maintenance program at PSHIA; oversaw the bearing replacement work at the Terminal 4 Concourse, Connector Bridges and anticipated future deck joint, concrete, railing and Taxiway Romeo Drainage Repairs.
- **Margaret T. Hance Park Engineering Study:** Reviewed as-builts for the Deck Park tunnel and park site, confirmed load restrictions, provided analyses, produced guidelines and restrictions for event planning, produced map of soil depths based on available data.
- **McDowell Road Monument Structure Inspection:** Inspected and assessed the monument structure, and recommended needed maintenance and areas of concern.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Construction Management

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
Sewer System Rehabilitation Phase I - Sewer Main Lining and Spot Repair Projects Nos. 3 and 4, Garden Grove, CA	In Progress	In Progress

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
Garden Grove Sanitary District	Liyan Jin	714.741.5977

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Construction/Project Management
- Construction Inspection, Observation and Assessment
- Civil Engineering



Work consists of the rehabilitation of 23,000' of 8- and 10" vitrified clay pipe (VCP) pipe by cured-in-place pipe (CIPP), manhole replacements, and installation of approximately 15 top hats. Site challenges include working in high traffic zones, with close proximity to residential properties, businesses, and schools.

The Gannett team was selected to provide engineering services to further evaluate alternatives, prepare a preliminary design report, and develop contract documents for a turn-key project delivery to repair and rehabilitate the identified segments.

The team is currently providing inspection for roadway work to include AC concrete, soil compaction, base placement, and slurry backfill, as well as water and sewer lines. The team is also providing public outreach and traffic control.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Construction Management, Inspection, Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
Building 19 Renovation Project, San Luis Obispo, CA	In Progress	In Progress

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
California Polytechnic State University, San Luis Obispo	Mike McCormick, AIA	805.756.2100

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Project Management
- Document Control

The project itself consists of renovation of the existing dining hall built in 1926 which is being reconfigured to building a student-centric dining hall as a food court type concept with outside vendor sites such as Chick-fil-A and Panda Express. When complete, the new complex will include nine separate dining venues housed in a building that took design inspiration from the Ferry Building in San Francisco, Chelsea Market in New York, and Krog Street Market in Atlanta.

The Gannett team is providing program management for claims review and assistance for the construction of the Building 19 Dining Hall renovation, CMAR contract. Gannett is assisting the University by providing owners representation with the CMAR team ensuring resolution to claims and change orders and response follow through of outstanding items to advance the construction schedule.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Project Management and Document Control

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
On-Call Construction Management Services, Pleasanton, CA	2021	2021

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
Livermore Amador Valley Transit Authority (LAVTA),	Jennifer Yeamans	650.508.7790

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Construction Management

The Livermore Amador Valley Transit Authority (LAVTA) is the local transit system in the Dublin / Pleasanton / Livermore area of the East Bay. It has major hubs at the Livermore Transit Center and the East Dublin / Pleasanton and West Dublin / Pleasanton BART stations, with scheduled time-transfers between buses and to and from BART trains.

Gannett provided construction management services to develop LAVTA bus stops in Pleasanton. The 20 refurbished and new bus stops will provide aesthetic and sustainable improvements, including new LED lighting, new bus shelters, LED bus route signage, solar power, LAVTA decorative pole-mounted signage, landscape, irrigation, ADA, and site amenities. These upgrades will add essential amenities to improve the transit experience, including premium rapid-style passenger shelters, enhanced lighting, real-time signs, benches, trash cans, and bicycle racks. The new shelters will complement the premium Rapid bus service now operating along the corridor between downtown Pleasanton and the Dublin/Pleasanton BART Station. The primary funding source for the project was $1.4M in Measure B funds awarded by Alameda County Transportation Commission (Alameda CTC) and $212,000 in local Transportation Development Act funds.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Construction Management

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
On-Call Engineering Services, Redwood City, CA	2018	2018

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
San Mateo County Transit District (SamTrans)	Brian Fitzpatrick	650.508.7781

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Construction Management
- Construction Inspection
- QA/QC Review
- Constructability Review

Gannett provided on-call multi-disciplinary engineering, design, architectural, and construction management support services to San Mateo County Transit District (SamTrans). This work included improvements to bus facilities, yards, stations, and District administrative offices for 10 years through two consecutive on-call contracts. Services included engineering studies, civil/site improvement designs, mechanical, electrical equipment analysis/design, architectural/space planning, structural design and analysis, constructability review, and project cost estimating.

Specific tasks have included:

- Design and construction of San Carlos Transit Center Parking Lot Expansion.
- Design of upgrade replacement emergency generator at North and South Base Maintenance Facilities.
- Design of Fire Alarm upgrade for Central, South Base, North Base and Brewster Base Design and Integration Management of Central Security Control Room Upgrade.

Gannett also assured the quality of work by implementing specific quality assurance and control procedures that were further verified by the Project Principal/Quality Manager.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Construction Management, Construction Inspection, and Constructability Review

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if appl.)*
Pavement Preservation Program, Phoenix, AZ	In Progress	In Progress

23. PROJECT OWNER'S INFORMATION

A. PROJECT OWNER	B. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NO.
City of Phoenix	Ryan Stevens, PE	602.489.0611

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Project Similarities

- Construction Inspection
- Office Engineering



Gannett has provided field inspection and office engineering support to assist City staff in the execution of the City of Phoenix's Pavement Preservation Program (PPP), performing the following tasks:

- Provide contractor oversight for sidewalk and roadway upgrade and repair projects.
- Provide oversight of field work on sidewalk upgrade and repair projects at various sites around the City to ensure construction meets City standards and to inspect ADA ramp tolerances of the finished upgrades and repairs.
- Inspect and certify mill and overlay pavement thicknesses and compare field products to approved submittals.
- Identify and prioritize ADA ramp upgrades at all intersections within the City of Phoenix.
- Provide full-time staff to support the City of Phoenix's Accelerated Pavement Maintenance Program. This program includes the repaving of over 250 miles of Arterial Roadways – a 300% increase in the City's historical pavement maintenance program. The street repaving requirements within the program are being prioritized and executed through a Pavement Management System (PMS) Methodology that Gannett Fleming staff helped to develop and are currently implementing. The foundation of the PMS is filed data created from a specialized van, the Automated Road Analyzer (ARAN). The ARAN is equipped with cameras, sensors, and specialized computer software to evaluate roughness, smoothness, cracking and rutting as it travels along with the flow of traffic. The data created from the ARAN is then downloaded by the Gannett field personnel who verify the recommended roadway treatments from the ARAN, project the anticipated roadway conditions at the anticipated year of funding and provide expert input for prioritization of each roadway segment into the program. Additionally, Gannett staff work to coordinate roadway repaving requirements with other capital improvement and repair projects in the area to eliminate duplication of effort and maximize limited pavement maintenance funding.
- Pavement Maintenance Treatments used in the City Pavement Maintenance Program include crack sealing, microsurfacing, slurry sealing, fractured aggregate surface treatment, polymer modified master seal, asphalt patching, and pothole repairs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gannett Fleming, Inc.	Irvine, California	Construction Management, Construction Inspection, and Constructability Review

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Mike Broadwater, CPESC, QSD/P, ToR	Project Manager/NPDES Support										
Ed Durazo, CCM, CPM	Principal-in-Charge/CIPP Technical Advisor		X	X							
Michael Yepiz	Deputy Project Manager/ Resident Engineer/Construction Manager/ Construction Inspector										
Maurice El-Hage, PE	Resident Engineer/Construction Manager/ Constructability Review and Value Engineering										
Shu-Jon Mao, PE, QSD/P	Resident Engineer/Construction Manager										
Kitt Tongthaworn, PE, SE, QSD/P, LEED AP	Resident Engineer/Construction Manager Structural Engineer/ Constructability Review and Value Engineering					X					
William Saumier, MPM	Resident Engineer/Construction Manager/ Construction Inspector				X						
Mary Jo Bachini	Resident Engineer/Construction Manager			X							
Warren Williams	Construction Inspector										
Bill Fernandez	Construction Inspector		X								
Thomas Michael, EIT	Construction Inspector										
Rhodie Lumanog, CMIT	Construction Inspector										
Clint Pittman	Construction Inspector										
Greg McDowell	Electrical Inspector										
Philip Klinkon, AIA	Architect										
Martin Ramirez, Jr., RA, AIA, NCARB	Architect										
Mike Trail, CCM	Civil Engineer		X								
Derek Smith, PE, ENV SP	Civil Engineer										
Stewart Vaghti, PE, CFM, ENV SP, LEED AP	Civil Engineer										
Brendan Wesdock, MCP, GISP	GIS Support										
Ted Keane, ENV SP	CADD										
Tim Fettig, PLS (Guida Surveying)	Surveyor										
Byron Dixon	Constructability Review and Value Engineering/ Pavement Management	X				X	X				
Phil Pollock, ACI	Pavement Management										

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	On-Call Engineering Services (2015 - 2022)	6	Pavement Preservation Program
2	Sewer System Rehabilitation Phase I - Sewer Main Lining and Spot Repair Projects Nos. 3 and 4	7	
3	Building 19 Renovation Project	8	
4	On-Call Construction Management Services, LAVTA	9	
5	On-Call Engineering Services, SamTrans	10	

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Jennifer Saldivar, CPM	Grant Management and Labor Compliance/ Document Control and Database Management		*X*	*X*							
Rhodie Lumanog, CMIT	Document Control and Database Management										
Mark Shipotofsky	Document Control and Database Management/ Cost Estimating										
Jim Gallego, PE	Scheduler										
Randy Reichert (Ninyo and Moore)	Materials Testing										
Paul Medina (Ninyo and Moore)	Quality Control/Assurance										
Vance Hunter (Ninyo and Moore)	Quality Control/Assurance										
Jerry Pascoe, PE, GE	Geotechnical Engineer										
Garreth Saiki, PE, GE (Ninyo and Moore)	Geotechnical Engineer										

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	On-Call Engineering Services (2015 - 2022)	6	Pavement Preservation Program
2	Sewer System Rehabilitation Phase I - Sewer Main Lining and Spot Repair Projects Nos. 3 and 4	7	
3	Building 19 Renovation Project	8	
4	On-Call Construction Management Services, LAVTA	9	
5	On-Call Engineering Services, SamTrans	10	

ARCHITECT/ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*:

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work)

2a. FIRM *(or Branch Office)* NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Gannett Fleming, Inc. – Irvine, CA	2009	DUNS: 60-9153887 UEI: None at this time Not registered in SAM

2b. STREET	5. OWNERSHIP
20 Pacifica, Suite 430	

2c. CITY	2d. STATE	2e. ZIP CODE	a. TYPE
Irvine	CA	92618	Corporation

6a. POINT OF CONTACT NAME AND TITLE	b. SMALL BUSINESS STATUS
Mike Broadwater, CPESC, QSD/P, ToR - Project Manager	N/A

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS	7. NAME OF FIRM *(if Block 2a is a Branch Office)*
714.749.0090	mbroadwater@gfnet.com	Gannett Fleming, Inc.

8a. FORMER FIRM NAME(S) *(if any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees (1) Firm	c. Number of Employees (2) Branch	a. Profile Code	b. Experience	c. Revenue Index Number
02	Administrative	445	2		No revenue to report for this location.	
14	Computer Programmer	125	1			
5	Construction Inspector	340	2			
16	Construction Manager	183	2			
27	Foundation/Geotechnical Engr	83	1			
	Other Employees	1538				
	Total	2714	8			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

a. Federal Work	1
b. Non-Federal Work	1
c. Total Work	1

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

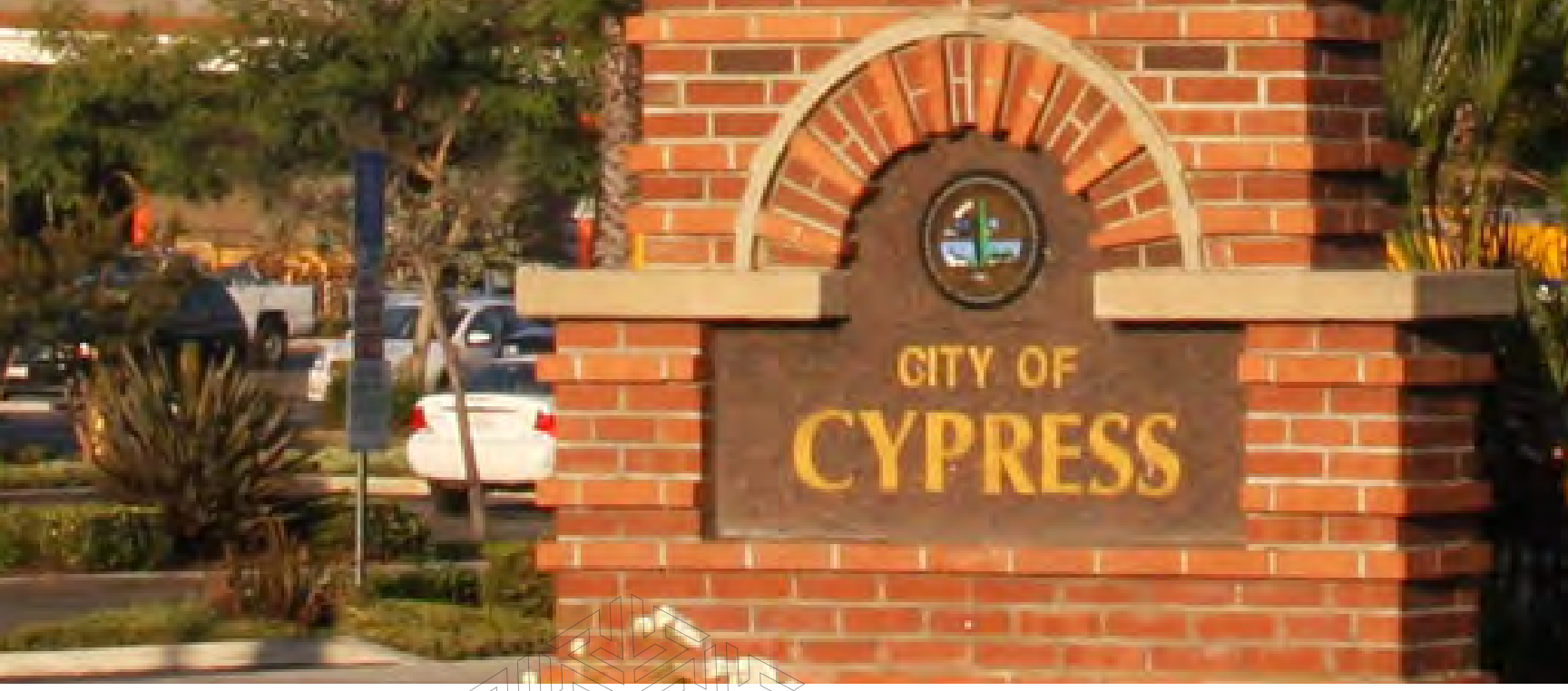
12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	May 5, 2022

c. NAME AND TITLE

Ed Durazo, CPM, CCM - Vice President, Regional Manager Southern California



GANNETT FLEMING

Gannett Fleming, Inc.

20 Pacifica, Suite 430
Irvine, CA 92618

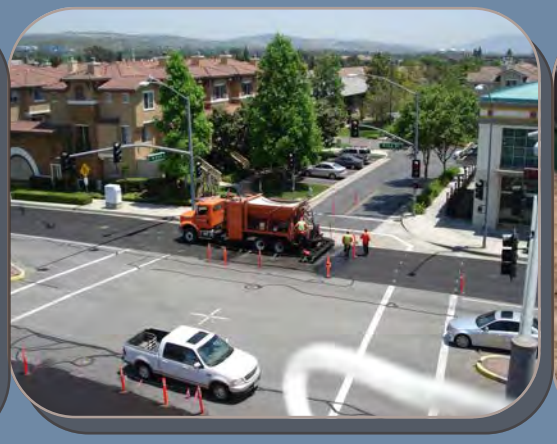
t: 714.749.0090

www.**gannettfleming**.com

On-Call Construction Management / Engineering Support/ Testing and Inspection Services

Prepared for:







3333 Brea Canyon Rd.
Suite 120
Diamond Bar, CA 91765
909-595-1940
www.gkandassociates.com

May 5, 2022

May 5, 2022

City of Cypress
Attn: Mr. Nick Mangkalakiri
5275 Orange Avenue
Cypress, CA 90630

3333 Brea Canyon Road, 120
Diamond Bar, CA 91765
www.gkandassociates.com

RE: On-Call Construction Management, Engineering Support, Testing and Inspection Services

Dear Mr. Mangkalakiri,

GK & Associates is pleased to submit our proposal to provide On-call Construction Management, Engineering Support, Testing and Inspection Services in response to City of Cypress' RFQ. GK & Associates is uniquely qualified to assist the City with the requested services on various Projects as we have previously assisted Cities with these services on similar projects.

We are proposing Construction Managers and Inspectors, who have decades of experience and knowledge delivering Public Works projects within budget and on time. Our team members are well-versed and fully capable of inspecting all types of projects. We have also teamed up with G3 Quality as our sub-consultant Materials Testing firm as we have several years working on various projects together.

Our whole team is well aware of the potential challenges and plan to deliver projects within budget and of the highest possible quality, while keeping jobsite safety standards in place and all residents, business owners and other stakeholders informed, as we have for our past and current projects. Our staff will make sure the Project stays on schedule and within budget, per City of Cypress' Plans, standards and Specifications.

We offer the highest quality services at a cost-effective rate without sacrificing quality of our experienced team members who are highly qualified and responsive. In addition, the availability of the Principal gives our clients peace-of-mind that any possible issues that may come up will be resolved quickly and effectively without any delays.

I, Ghazala Khan, as Firm President and Principal, am authorized to negotiate and execute an Agreement with the District on behalf of the firm. GK & Associates will adhere to the provisions described in the above referenced RFP without modification. Please feel free to contact me directly at 909-964-9932 if you have any questions or need additional information.

Sincerely,

EC&AM Associates, Inc. dba GK & Associates

Ghazala Khan
President

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	*(Check)* J-V PARTNER	*(Check)* SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				☐ CHECK IF BRANCH OFFICE		
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

Organizational Chart



Project Principal
Ghazala Khan, MSc, MBA

Construction Managers/Inspectors

Enrique Jimenez, *P.E.*
Chris Marquardt, *CCM*
Raymond Barajas, *Inspector*
Daryl Lopez, *Inspector*
Craig Jents, Inspector

Sub-consultant Materials Testing

G3, Guality, Inc

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jordan Roper, PE	Quality Program Manager	a. TOTAL 6	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION *(City and State)*

G3 Quality, Inc. (Cerritos, California)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS Civil Engineering, Cal State Polytechnic University, Pomona	Professional Engineer (Civil, CA), Number 84175

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Nuclear Gauge Testing Certification

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: On-call Pavement Consulting Services (Los Angeles, California)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current; CONSTRUCTION *(If applicable)*: Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The on-call contract is for as-needed inspection services, pavement evaluation and design, materials testing, and materials mix design at various locations in Los Angeles County and neighboring counties.

As **Project Manager,** Jordan is managing pavement inspection and assessment services at the Brackett Field Airport in La Verne. The scope of work includes performing a pavement condition assessment to evaluate the pavement and subgrade soil strength for evaluation of the Pavement Classification Number. Jordan also provided overlay inspection and testing services for the county during a pilot project to evaluate the use of "Cool Pavement" technology on residential roadways.

Construction Cost: $472M | Contract Value: $1.2M

b.

(1) TITLE AND LOCATION *(City and State)*: Paramount Boulevard Median Island Improvement Project (Downey, California)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The Paramount Boulevard Median Island Improvement project consisted of traffic signal upgrades and safety improvements. As subcontractor to GK and Associates, G3 removed the existing striped median/pavement, installed a raised concrete median island with landscaping and irrigation, left-turn lanes, signage/striping, and repaired miscellaneous concrete surfaces. AC pavement grinding and the construction of rubberized asphalt concrete overlay on lanes were also installed adjacent to the newly constructed median islands.

As **Project Manager,** Jordan managed material testing and inspection on-site, and reviewed laboratory and field data and inspection reports.

Contract Value: $20K

c.

(1) TITLE AND LOCATION *(City and State)*: Alameda Corridor East Fullerton Road Grade Separation (City of Industry, California)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The project is located in the City of Industry, crossing the UPRR Los Angeles Subdivision and Metrolink Riverside Line. Major elements of the project included the depressed roadway undercrossing, a new pedestrian bridge, new roadway bridge and the new railroad bridge. The project also included major retaining walls and multiple utility relocations. The Fullerton Road Grade Separation is a complex five-stage project with 19 phases of construction. Located in the City of Industry along State Route 60, the project involves more than 14,000 feet of railroad track construction, 10,000 feet of retaining wall construction, three bridge structures (UPRR, roadway, and pedestrian) as well as extensive, deep (20-35 feet) sewer and storm drain construction with dewatering measures.

As **Project Quality Manager,** Jordan managed all aspects of testing and inspection services on this $140 million project, the largest of ACE's Phase II grade separations. Jordan has been responsible for reviewing the contractor's submittals - asphalt mix designs, concrete mix designs, welding design, etc. With the development of a strong quality program, the quality team provides comments to the contractor to ensure that the submittals will meet the contract requirements.

Construction Cost: $673M | Contract Value: $750K

d.

(1) TITLE AND LOCATION *(City and State)*: Interstate 10 Express Lanes Corridor Contract 1 (Ontario, California)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current; CONSTRUCTION *(If applicable)*: Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Widening of I-10 between the Los Angeles / San Bernardino County line and I-15, a distance of approximately 10 miles. The project includes two tolled express lanes in each direction. G3's services include implementing and maintaining the project quality manual, materials control schedules and inspecting and testing all elements of the work including materials validation for soil, aggregates, concrete, hot mix asphalt and steel. Major features of the project include 20 bridge structures, including six overcrossing replacements, two undercrossing replacements, seven undercrossing widenings and five bridge widenings over channels.

As the **Project Engineer** for quality validation materials control, inspection, and testing, Jordan reviews and is responsible for all field reports and laboratory testing. He issues noncompliances to the contractor when needed and confirm the corrective actions that are occurring. The diligence that Jordan has had in this project has resulted in no rework to date.

Construction Cost: $673M | Contract Value: $14M

e.

(1) TITLE AND LOCATION *(City and State)*: I-5 Widening and Valley View Interchange Improvement (Buena Park, Cerritos, La Mirada, and Santa Fe Springs, California)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Current; CONSTRUCTION *(If applicable)*: Current

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

The I-5 Valley View Interchange Project began construction in 2016 and will add a High Occupancy Vehicle and mixed-flow lane in each direction along approximately 2 miles of I-5 at Valley View Avenue, from Artesia Boulevard to North Fork Coyote Creek. This is the last segment of the $1.7B I-5 widening program extending from the 605 freeway to the Orange County Line. Major elements of this project include the widening and reconstruction of three bridges including the complex Valley View bridge replacement which also spans an active railroad overpass.

As **Project Quality Manager**, Jordan developed the Quality Control Plans and is responsible for managing all aspects of the material testing and inspection services, and review of laboratory and field data and inspection reports. The material testing includes lean concrete base rapid setting, HMA, data coring, JPCP, JPCP-RSC, structural concrete, masonry soundwall, MSE wall and structural steel testing of welded or mechanically spliced hoops.

Construction Cost: $640M | Contract Value: $750K

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1		6	
2		7	
3		8	
4		9	
5		10	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME			3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
2b. STREET			5. OWNERSHIP	
			a. TYPE	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM *(If Block 2a is a Branch Office)*	
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS			

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
		(1) FIRM	(2) BRANCH			
	Other Employees					
	Total					

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS *(Insert revenue index number shown at right)*	
a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE

c. NAME AND TITLE

INTERWEST

A SAFEbuilt COMPANY



CITY OF CYPRESS

On-Call Construction Management / Engineering Support / Testing and Inspection Services

May 5, 2022

INTERWEST CONSULTING GROUP
Paul Meschino
Vice President, Operations
pmeschino@interwestgrp.com
www.interwestgrp.com

May 5, 2022

City of Cypress
Public Works Department
Nick Mangkalakiri, P.E., Assistant City Engineer
5275 Orange Avenue
Cypress, CA 90630

INTERWEST
A SAFEbuilt COMPANY

Subject: Proposal to Provide On-Call Construction Management / Engineering Support / Testing and Inspection Services

Interwest Consulting Group (Interwest) understands that the City of Cypress is seeking qualified consultants to provide on-call Construction Management and Inspection, Engineering Support, and Materials Testing Services. Interwest brings nearly two decades of expert-level Construction Management and Inspection and Engineering services and stands capable, qualified, and ready to serve the City on your upcoming projects. To provide the full scope of services, we will be partnering with subconsultant, Ninyo & Moore, for materials testing and geotechnical investigation services.

Since our founding in 2002, Interwest has provided expert municipal services to over 200 cities across California, including Santa Ana, Brea, Costa Mesa, Newport Beach, and Fountain Valley, just to name a few. We are uniquely qualified to perform the requested services, as evidenced by our proven track record and testimony of our past and current clients. We pride ourselves in building long, sustaining relationships with the cities we work with—providing solutions that will strengthen your community. We believe that the extensive knowledge and experience held by our proposed team qualifies us to be the best to perform the services requested by the City.

James G. Ross will act as Principal-in-Charge for the City and will assist with contractual and staffing matters as needed. Kevin Ko, PE, QSD, PMP will act as Project Manager for this engagement and will be the City's day-to-day contact for services. Steve Nero, Senior Director of Business Development, will act as the Primary Contact for all communications pertaining to this proposal. Contact information is provided below:

Kevin Ko, PE, QSD, PMP // Project Manager 808.589.6135 | kko@interwestgrp.com	Steve Nero // Primary Contact 949.201.2468 | snero@safebuilt.com
Local Office: 1 Jenner, Suite 160 | Irvine, CA, 92618 | 714.899.9039	

As Vice President of Operations of Interwest Consulting Group, I am authorized to sign any agreements that may result from this proposal and will provide contract support to the proposed Interwest team. Should you have any questions, please contact me at 619.372.9962 or pmeschino@interwestgrp.com. We appreciate the opportunity to work with the City of Cypress and look forward to serving your community.

Respectfully Submitted,

Paul Meschino
Vice President of Operations

STANDARD FORM 330
ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

On-Call Construction Management/Engineering Support / Testing and Inspection Services | City of Cypress, CA

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
04.14.2022	PW-006-22

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Paul Meschino — Vice President, Operations

5. NAME OF FIRM

Interwest Consulting Group, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
714.899.9039	714.899.9039	bids@interwestgrp.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUB-CONSULTANT	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Interwest Consulting Group, Inc. ☒ CHECK IF BRANCH OFFICE	1 Jenner | Suite 160 Irvine, CA 92618	PRIME CONSULTANT: Construction Management Engineering Support Construction Inspection
b.			X	Ninyo & Moore ☒ CHECK IF BRANCH OFFICE	475 Goddard # 200 Irvine, CA 92618	SUB-CONSULTANT: Materials Testing Geotechnical Services
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (ATTACHED)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

Below please find our Organization Chart illustrating lines of authority, and areas of responsibility.

James G. Ross
Principal-in-Charge

Kevin Ko, PE, QSD
Project Manager

A. CONSTRUCTION MANAGEMENT

Tyrone Chesanek, PE
Construction Manager

Lea Reis, PE
Construction Manager

Steve Kooyman, PE
Construction Manager

B. ENGINEERING SUPPORT

Tyrone Chesanek, PE
Senior Civil Engineer

Lea Reis, PE
Senior Civil Engineer

Steve Kooyman, PE
Senior Civil Engineer

Dylan Flores
Associate Engineer

Eric Tello, EIT
Associate Engineer

C. TESTING AND INSPECTION

Ciros Ganji, CESSWI
Construction Inspector

Chuck Stagner
Construction Inspector

John Welch
Construction Inspector

Tom Marnocha, QSP, CESSWI
Construction Inspector

Ninyo & Moore
(subconsultant)

Garreth Saiki, PE, GE
Principal-in-Charge

Randy Reichert
Project Manager

Vance Hunter
Materials Tester

Paul Medina
Materials Tester

INTERWEST
2002 - 2022
20 YEARS OF SERVICE
A SAFEbuilt COMPANY

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
KEVIN KO, PE,QSD	PROJECT MANAGER	8	7

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*

BS, Civil Engineering
University of Hawaii, Manoa

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

CA Registered Civil Engineer | C88495
HI Professional Civil Engineer | PE-18883
Qualified SWPPP Developer (QSD) | C88495
Project Management Professional | 2918711

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Graduate Coursework, Civil and Structural Engineering, University of Hawaii, Manoa
Graduate Coursework, Structural Engineering, University of Illinois, Urbana-Champaign

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Land Development Engineer / CIP Project Manager Services
El Monte, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-Going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

As a Land Development Engineer for the City of El Monte, Kevin serves as the Project Manager for all development projects in the City. Kevin's duties includes reviewing discretionary projects during the entitlement process, including tentative map review, andsetting engineering conditions of approval. As a CIP Project Manager, Kevin assists the City in delivering capital projects from design all the way to construction. Kevin works closely with the Public Works Department to ensure projects are delivered on time and within budget.

b.

(1) TITLE AND LOCATION *(City and State)*

Public Works Plans Examiner Services
South Pasadena, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Kevin assisted the Public Works Department with residential development and redevelopment plan review as well as providing over the counter plan reviews during the City's designated plan review counter hours. Kevin's duties also included coordinating with the City's Planning and Building Department to set Public Works conditions of approval for discretionary projects.

c.

(1) TITLE AND LOCATION *(City and State)*

Alpha Avenue and Camino Del Sol Street Improvement
South Pasadena, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Kevin provided Construction Management on this $1.7M project consists primarily of repair of damaged asphalt paving by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, replacement of water services, valves, meter boxes, and fire hydrants, and resetting of survey monuments,

d

(1) TITLE AND LOCATION *(City and State)*

Senior City Engineer Services
Maywood, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Kevin served as Project Manager and Construction Manager on a number of CIP projects and was directly involved in the design and construction of street resurfacing, sidewalk improvements, slurry seal, sewer replacement, and park projects. Recent projects include a traffic calming roundabout and development of Maywood Riverfront Park in collaboration with USEPA and US Army Corps of Engineers.

e.

(1) TITLE AND LOCATION *(City and State)*

Bushnell Avenue, Diamond Avenue, and Lyndon St. Improvement
South Pasadena, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Kevin provided Construction Management on this $1.1M project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, replacement of ADA access ramps, adjustment of manholes and utility covers.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TYRONE CHESANEK, PE	CONSTRUCTION MANAGER AND SENIOR CIVIL ENGINEER	32	1

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering University of Texas, El Paso, TX	CA Registered Civil Engineer | 29426

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Warner Avenue Improvement Project, Phase I, Main to Oak, Santa Ana, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tyrone is providing Construction Management on project which will widen Warner Avenue between Main Street and Oak Street from 2 to 3 lanes in each direction.The project also includes additional left turn lanes at Main Street, bus turn outs, raised medians, and bike lanes along Warner Avenue between Main Street and Oak Street.

b.

(1) TITLE AND LOCATION *(City and State)*: Fire Training Tower, Oceanside, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tyrone is providing construction management services services for the Fire Training Tower located in the Fire Training Center in the City of Oceanside. Our services included coordination with the Construction Administration Architect and Foundation Designer, the Fire Department and Water Utilities Department staff, the training tower fabricator, Fireblast Global, Inc. and their Erection Contractor and REACH helicopter services.

c.

(1) TITLE AND LOCATION *(City and State)*: Construction Management Services, Fountain Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tyrone is providing as-needed construction management services for the City of Fountain Valley's capital improvement projects as assigned.

d

(1) TITLE AND LOCATION *(City and State)*: Construction Management Services, Brea, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tyrone is providing as-needed construction management services for the City of Brea's capital improvement projects as assigned.

e.

(1) TITLE AND LOCATION *(City and State)*: Deputy Public Works Director, Santa Ana, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Before joining Interwest, Tyrone worked for the City of Santa Ana from 2000 to 2021, including 3 years as the City's Deputy Public Work Director. In this position, Tyrone supervised, and trained engineers, construction managers, and inspectors for an annual CIP of $20-$25 million, which included facility design and construction, street widening and rehabilitation, stormdrain, water, sewer, traffic signal, and streetlight infrastructure design and construction.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
LEA REIS, PE	CONSTRUCTION MANAGER AND SENIOR CIVIL ENGINEER	22	1

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Business Administration New York Institute of Technology, NY BS, Aerospace Engineering UCLA, CA	Professional Civil Engineer, CA | 85395

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Project Management & Engineering Support, El Monte, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Lea currently provides as-needed Project Management and Engineering support to the City of El Monte's Public Works Department.

b.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Project Management & Engineering Support, Compton, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Lea currently provides as-needed Project Management and Engineering support to the City of El Monte's Public Works Department.

c.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Project Management & Engineering Support, Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Lea currently provides as-needed Project Management and Engineering support to the City of El Monte's Public Works Department.

d

(1) TITLE AND LOCATION *(City and State)*: Construction Management Services, Long Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Lea managed the various facility improvement projects including, Whaley Park Concession Stand Installation, Long Beach West PD roof restoration, Canal Street PD Lab flooring restoration, and various other projects. Her responsibilities included managing the construction and budget; supervising construction inspectors; reviewing change orders, RFIs, and submittals; reviewing contractor invoice; and project close out.

e.

(1) TITLE AND LOCATION *(City and State)*: Construction Management Services, Redondo Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [ ] Check if project performed with current firm

Lea managed the Citywide Ramp Improvement Project, 2019 Residential Street Rehabilitation Project, Bikeway Improvement Project, and Pier Structure Project, Street Rehabilitation, and Sewer Rehabilitation. Responsibilities included managing the construction and budget; supervising construction inspectors; reviewing change orders, RFIs, and submittals; reviewing contractor invoice; preparing Weekly Statement of Working Days, weekly reports, weekly field meetings, and project close out. Project Costs over $12,000,000 collectively.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
STEVE KOOYMAN, PE	CONSTRUCTION MANAGER AND SENIOR CIVIL ENGINEER	25+	3

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering California State University, Chico, CA	CA Registered Civil Engineer | 55757 NV Registered Civil Engineer | 13015

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

National and Orange County ASCE Member

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: SR 57 & Lambert Road Interchange, Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve provided Project Management and Engineering support on this $79M project consisting of the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Rd west, widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing.

b.

(1) TITLE AND LOCATION *(City and State)*: Steele Drive & Pleasant Hill Tract Waterline & Pavement Rehab., Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve provided Project Management and Engineering support on this $2.4M project which entails the design and construction of waterline replacement and pavement rehabilitation within two main subdivisions. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

c.

(1) TITLE AND LOCATION *(City and State)*: South Brea Sewer Repair Project, Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve provided Project Management and Engineering support on this project which entails the design and construction of sewer main replacement within certain streets of the City, in coordination with the waterline and pavement rehabilitation Projects. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

d

(1) TITLE AND LOCATION *(City and State)*: Eagle Hills Tract Waterline and Pavement Rehabilitation Project, Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve provided Project Management and Engineering support on this $2M project which entailed the design and construction of waterline replacement and pavement rehabilitation within one main subdivisions within the City. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

e.

(1) TITLE AND LOCATION *(City and State)*: North Hills (East/West) Waterline and Pavement Rehabilitation, Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Steve provided Project Management and Engineering support on this $3.6M project which entailed the design and construction of waterline replacement and pavement rehabilitation within two main subdivisions within the City. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
CIROS GANJI, CESSWI	CONSTRUCTION INSPECTOR	20+	4

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering California State University, Long Beach, CA	Certified Erosion, Sediment and Storm Water Inspector (CESSWI) | 5823

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Nuclear Certified; ACI Certified; SWPPP and NPDES Certified

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Hetzler Road Pedestrian Trail Improvements Project
Culver City, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ciros provided Inspection for construction of 13,000 SF CMU retaining walls and 15000 SF of color PCC sidewalk on Hetzler road. Responsibilities included; inspecting line grade, size, elevations and locations of improvements for 5000 LF of PCC wall drain, performing daily construction inspection and recording detailed daily and picture reports, monitoring SWPPP and the BMPs implementations and comply with the NPDES permit and to ensure contractor compliance with contract plans and specifications. Estimated cost: $105,000.

b.

(1) TITLE AND LOCATION *(City and State)*

Public Park Restrooms Project.
Hermosa Beach, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ciros is providing Construction Management and Inspection Services for the City of Hermosa Beach to support the City's CIP 669 Public Park Restrooms Project. The project consists of the construction of four public restrooms and the remodel of one existing restroom for City parks located at: 861 Valley Drive. The duration of the project is 180 Working days. The engineer's estimate for the project is $1,300,000.

c.

(1) TITLE AND LOCATION *(City and State)*

On-Call Public Works Inspection Services
Costa Mesa, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ciros provided the City of Costa Mesa with as-needed public works inspection services on a variety of CIP projects.

d

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Inspection Services
Newport Beach, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ciros provided the City of Newport Beach with as-needed public works inspection services on a variety of CIP projects.

e.

(1) TITLE AND LOCATION *(City and State)*

Project Title
South Pasadena, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Ciros provided inspection services on this project which included repair of damaged asphalt pavement by grinding and overlay with conventional asphalt, installation of Petromat, reconnection of curb drains, localized repairs of damaged curb/gutter, sidewalk, and driveways, and replacement of ADA access ramps. Work on Diamond Ave was in close proximity to a high school, so the construction involved restricted working hours and close coordination with school officials. The project had a budget of $1.1M.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
CHUCK STAGNER	CONSTRUCTION INSPECTOR	35+	6

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Best Management Practices (BMP) Certificate Holder
OSHA Competent Person Certification; OSHA Confined Space Certification

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: On-Call Construction Inspection, Eastvale, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2022; CONSTRUCTION (If applicable) 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Chuck provided on-call as-needed construction inspection services to the City of Eastvale on a variety of Capital Improvement Projects.

b.

(1) TITLE AND LOCATION *(City and State)*: On-Call Construction Inspection, El Monte, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES On-going; CONSTRUCTION (If applicable) On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Chuck provided on-call as-needed construction inspection services to the City of El Monte on a variety of Capital Improvement Projects.

c.

(1) TITLE AND LOCATION *(City and State)*: On-Call Construction Inspection, South Gate, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES On-going; CONSTRUCTION (If applicable) On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Chuck provided on-call as-needed construction inspection services to the City of South Gate on a variety of Capital Improvement Projects.

d

(1) TITLE AND LOCATION *(City and State)*: On-Call Construction Inspection Services, Brea, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES On-going; CONSTRUCTION (If applicable) On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Chuck provided on-call as-needed construction inspection services to the City of Brea on a variety of Capital Improvement Projects.

e.

(1) TITLE AND LOCATION *(City and State)*: On-Call Construction Inspection Services, Costa Mesa, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES On-going; CONSTRUCTION (If applicable) 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Chuck provided on-call as-needed construction inspection services to the City of Costa Mesa on a variety of Capital Improvement Projects.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
JOHN WELCH	CONSTRUCTION INSPECTOR	21	4

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

QCM, US Army Corps of Engineers
Bilingual in English and Spanish

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Verdugo Street Beuatification Project
San Juan Capistrano, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

John provided construction inspection on this $1.5 million beautification project in the historic San Juan Capistrano downtown. The purpose of the project was to make it a pedestrian friendly experience as train riders exit and enter the downtown. The project included rolled curbs, sidewalk pavers, bulb outs, decorative lighting, extensive landscaping, colored crosswalks and sidewalk widening and utility relocation.

b.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Inspection
Brea, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

John has provided on-call construction inspection services for the City of Brea.

c.

(1) TITLE AND LOCATION *(City and State)*

On-Call Construction Inspection
Costa Mesa, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

John has provided on-call construction inspection services for the City of Costa Mesa.

d

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TOM MARNOCHA, QSP, CESSWI	CONSTRUCTION INSPECTOR	35+	12

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AS, Civil Engineering Northwest Wisconsin Technical Institute	Certified Erosion, Sediment & Storm Water Inspector (CESSWI) | 2305 Qualified SWPPP Practitioner (QSP) | 22064

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Caltrans Sampling & Testing Construction Materials; NICET, Level II Certification
Affiliations: ACIA, American Construction Inspector Association; AWS, American Welding Society; National Institute for Certification in Engineering Technologies; SSPC, The Society for Protective Coatings

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Bastanchury Road Improvement Project, Yorba Linda, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tom provided Construction Management and Inspection services for the road widening project. Activities involved the installation of two intersections of new traffic signal poles and head, traffic loops, interconnect communication conduit, construction of new horse trail fencing, sidewalk and handicap ramp construction. The cost of this project was $1 Million.

b.

(1) TITLE AND LOCATION *(City and State)*: Town Center Project, Yorba Linda, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tom provided Construction Management and Inspection services. This $3.8 million project included the installation of a new storm drain system, and the widening of Lakeview and Yorba Linda Boulevard with decorative sidewalk, landscaping, and bio-swales.

c.

(1) TITLE AND LOCATION *(City and State)*: Washington Pedestrian Improvement and Bus Stop Project, Culver City, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tom provided Construction Management on these improvements including new ADA curb ramps with truncated domes, high visibility crosswalk and pavement markings, accessible pedestrian push buttons, more versatile vehicle video detection and bicycle detection devices, and the reconstruction of damaged concrete pavements at the intersection of Washington Boulevard and Inglewood Boulevard.

d

(1) TITLE AND LOCATION *(City and State)*: Washington Place and Sawtelle Boulevard Resurfacing Project, Culver City, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tom provided Construction Management on this project which consisted of the removal of 2" of existing Asphalt Concrete Pavement and an overlay with 2" of new Rubberized Asphalt along Washington Place between Frances Avenue and Rosabell Street, and along Sawtelle Boulevard between Braddock Drive and Culver Boulevard.

e.

(1) TITLE AND LOCATION *(City and State)*: Warner Avenue Improvement Project, Phase I, Main to Oak, Santa Ana, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Tom Marnocha is providing construction inspection services on this project which will widen Warner Avenue between Main Street and Oak Street from 2 to 3 lanes in each direction.The project also includes additional left turn lanes at Main Street, bus turn outs, raised medians, and bike lanes along Warner Avenue between Main Street and Oak Street.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
DYLAN FLORES	ASSOCIATE ENGINEER	1	1

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*

BS, Civil Engineering
California State University, Fullerton, CA

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Calltrans Resident Engineer's Academy Training - January 2022; Principal knowledge of AutoCAD. – ENGR 105F Engineering CAD; Principal knowledge of Revit. – LinkedIn Learning; Proficient with CMiC, Bluebeam, and Microsoft Office; Word, Excel, Powerpoint, OneNote, Outlook.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

As-Needed Associate Engineering Services
Pico Rivera, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
On-going	On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

Dylan researches the planning and design of public works projects; prepares PSE to deliver findings to the City team; and collaborates with other departments to strategically plan key project deadlines and details for the maintenance, repair, and renovations of City facilities and buildings. He analyzes GIS data and vendor data to produce streamlined data sheets to assist in the reevaluation of City systems. He manages multiple CIP projects, varying from the install of EVCS to the renovation of City facilities, from inception to completion.

b.

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

d

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

[X] Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete One Section E for Each Key Person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ERIC TELLO, EIT	ASSOCIATE ENGINEER	2	2

15. FIRM NAME AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering California State University, Long Beach	CA Engineer-in-Training | 171005

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ASCE Member – Timber Strong Build Team
Expertise in AutoCAD Design, ArcGIS, and MATLAB Programming

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Del Obispo Street Widening, San Juan Capistrano, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Eric acts as an associate engineer, facilitating CIP Projects in San Juan Capistrano. This project closed the gap to provide four continuous travel lanes on Del Obispo Street between Calle Aspero and Via Vermeulen. Interwest also provided construction inspection for the $1.6 million project which included roadway widening, streetlights, traffic signal modification, sidewalks, landscaping, bike lanes, and utility relocation.

b.

(1) TITLE AND LOCATION *(City and State)*: Ramos Street Parking Lot Expansion, San Juan Capistrano, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Eric acts as an associate engineer, facilitating CIP Projects in San Juan Capistrano. This project is located at the corner of Paseo Adelanto and Ramos St. It increased the number of parking spaces in this City-owned and maintained parking lot from 26 to more than 100 spaces, which is intended to provide additional parking for downtown business employees and visitors to the Los Rios area.

c.

(1) TITLE AND LOCATION *(City and State)*: North West Open Space Park, San Juan Capistrano, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Eric acts as an associate engineer, facilitating CIP Projects in San Juan Capistrano. This project includes the improvement of approx 5.31 acres, which includes approx 3.61 acres of the existing park with passive recreational features, an expanded group cultural area, a new parking lot, and a new pole corral and 1.7 acres of existing Camino Capistrano for a new turn lane and roadway entry to the park.

d

(1) TITLE AND LOCATION *(City and State)*: As-Needed Engineering Support, Oceanside, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Eric acts as an associate engineer, facilitating CIP Projects in the City of Oceanside.

e.

(1) TITLE AND LOCATION *(City and State)*: As-Needed Engineering Support, Fountain Valley, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: On-going; CONSTRUCTION (If applicable): On-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Eric acts as an associate engineer, facilitating CIP Projects in the City of Fountain Valley.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Garreth Saiki, PE, GE	Principal in Charge	36	24

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Irvine, Fontana, Los Angeles, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
M.B.A., Administration, 1998 M.S., Civil Engineering, 1989 B.S., Civil Engineering, 1987	CA Registered Civil Engineer, PE 49665 CA Registered Geotechnical Engineer, GE 2509

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Saiki 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 support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures. *Professional Organizations*: American Society of Civil Engineers.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California		Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Principal Engineer providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements. Ninyo & Moore Fees: $500,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Route 210 Soundwall Construction - Phase III, La Canada Flintridge, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Principal-in-Charge providing materials sampling and testing services for the Route 210 Soundwall Construction – Phase III Project. The project consists of constructing three block soundwalls on Route 210 in the city of La Canada Flintridge. Ninyo & Moore's services include, but are not limited to, density testing on subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, sieve analysis, sand equivalent, durability, and R-value on soils. Compressive strength testing for concrete, grout and mortar and Hveem stability, unit weight, and percentage asphalt content and extracted gradations for asphalt concrete. Ninyo & Moore Fees: $95,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Pacific Coast Highway / Hawthorne Boulevard Intersection Improvements, Torrance, California		2022
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Principal-in-Charge providing materials sampling and testing services for the Pacific Coast Highway (PCH) and Hawthorne Boulevard Intersection Improvements Project. This project consists of widening the intersection of PCH and Hawthorne Boulevard. Services include, but are not limited to, density testing on pavement subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, expansion index, plasticity index, chloride and sulfate content, pH and resistivity, sieve analysis, sand equivalent, durability, and R-value on soils. Ninyo & Moore Fees: $77,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
SR-57 at Lambert Road Interchange, Brea, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Principal Engineer providing materials sampling and testing services for the State Route 57 (SR-57) and Lambert Road Improvements Project in Brea. The Caltrans District 12 project consists of various improvements to the existing interchange. Services include sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $900,000.

e

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-405 Improvement, Orange County, California	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

	Served as Principal Engineer providing materials sampling and testing services for the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605). The project consists of 16 miles of improvements, including adding one regular lane in each direction between Euclid Street and I-605, as well as improvements to existing on-ramps, off-ramps, and bridges. The project also included the creation of the I-405 Express Lanes which incorporate the existing carpool lanes and a new lane in each direction between SR-73 and I-605. Services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $270,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Randy Reichert	Project Manager	31	1

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Irvine, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
A.A. Degree/Mechanical Design General Education & Mathematics, Rancho Santiago College Santa Ana, CA General Education & Diesel Mechanics Golden West College - Huntington Beach, CA	Radiation (Nuclear Gauges) User Safety California Test Methods: 105, 106, 125, 201, 202, 205, 206, 207, 211, 213, 214, 217, 226, 227, 229, 234, 235, 304, 308, 309, 367, 370, 382, and 384 AASHTO Test Methods: T 11, T 27, T 84, T 85, T 96, T 166, T 176, T 209, T 210, T 248, T 255, T 269, T 275, T 304, T 308, T 329, T 335, R 47, R 76, and ASTM D 4791

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

As a Project Manager for Ninyo & Moore, Mr. Reichert provides in-depth knowledge in testing methods, inspection, and standards relating to concrete and hot mix asphalt (HMA) production and placement operations. Has extensive experience working on state and interstate highway transportation projects.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements. Ninyo & Moore Fees: $500,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Route 210 Soundwall Construction - Phase III, La Canada Flintridge, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing materials sampling and testing services for the Route 210 Soundwall Construction – Phase III Project. The project consists of constructing three block soundwalls on Route 210 in the city of La Canada Flintridge. Ninyo & Moore's services include, but are not limited to, density testing on subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, sieve analysis, sand equivalent, durability, and R-value on soils. Compressive strength testing for concrete, grout and mortar and Hveem stability, unit weight, and percentage asphalt content and extracted gradations for asphalt concrete. Ninyo & Moore Fees: $95,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Pacific Coast Highway / Hawthorne Boulevard Intersection Improvements, Torrance, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		2022
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Project Manager providing materials sampling and testing services for the Pacific Coast Highway (PCH) and Hawthorne Boulevard Intersection Improvements Project. This project consists of widening the intersection of PCH and Hawthorne Boulevard. Services include, but are not limited to, density testing on pavement subgrade, aggregate base, trench and structural backfill, and asphalt concrete. Laboratory testing services include, but are not limited to, maximum density, expansion index, plasticity index, chloride and sulfate content, pH and resistivity, sieve analysis, sand equivalent, durability, and R-value on soils. Ninyo & Moore Fees: $77,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
California Department of Transportation, District 12, Job Mix Formula Reviews (Hot Mix Asphalt) & Mix Design Reviews (Concrete)	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	2021	2021
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

Reviewed Contractors' proposed HMA, RHMA, and OGFC Job Mix Formulas (JMF's) for compliance. Additionally, reviewed contractors proposed miscellaneous HMA (dike, berm, MVP's and gore areas), ATPB and slurry seal mix designs. Concrete mix design reviews include: structures concrete, (bridge decks, walls, footings, piers/columns, approach slabs, shotcrete, CIDH piles, sound wall grout, soil nail grout and structures and rapid strength concrete). Incorporate in-depth knowledge and reference of the Standard Specifications, American Concrete Institute (ACI) Concrete Mix Design Manual and Asphalt Institute (AI) Asphalt Mix Design Methods.

e

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
California Department of Transportation, District 12/Administer Caltrans'	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*

	Material Plant Quality Program	2021	2021
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Served as Weights and Measures Coordinator for District 12. Approved concrete and asphalt production facilities for Caltrans projects. Traveled to facilities and conducted inspections to ensure their compliance with all Caltrans requirements. Notified operators of any deficiencies. Also inspected for safety requirements, per Cal-OSHA regulations.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Paul Medina	Materials Tester	9	8

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Fontana, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
High School Diploma	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Medina is responsible for performing quality control and quality assurance sampling and testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a Special Inspector, Mr. Medina has experience providing both field and laboratory testing of various construction materials. Mr. Medina also has experience and knowledge of the Standard Specifications for Public Works Construction (Greenbook) and Caltrans Test Methods and testing frequencies. He is also familiar with the Caltrans standard filing system categories for acceptance testing test data.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Orange County Transportation Authority On-Call Soils Testing and Inspection Services, Orange County, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Special Inspector providing materials testing and inspection services during various construction and reconstruction projects located throughout Orange County. For this contract, Ninyo & Moore provided as-needed geotechnical engineering, materials testing and inspection services for the following projects: HVAC Unit Replacement for Garden Grove and Anaheim Bus Base, Standby Generators for Anaheim and Irvine Construction Circle Bus Bases, Facilities Modifications for I-405 Santa Ana Bus Base, and ADA Access Improvements and Pavement Replacement. Ninyo & Moore Fees: $470,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Puente Valley Operable Unit Intermediate Zone Remediation System Project, City of Industry, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Special Inspector to provide geotechnical, materials testing and deputy inspection services for the Puente Valley Operable Unit Intermediate Zone Remediation System (PVOU IZRS) Project. This project consists of Northrop Grumman constructing a water treatment plant (WTP) and associated piping to treat water extracted water from local wells, then selling the water to the local water agency. The project includes construction of a new WTP and installation of over 16,000 LF of pipe. Ninyo & Moore Fees: $160,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Project Abby, Ontario, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Special Inspector providing construction materials testing and inspection for Project Abby in Ontario. Services include sampling and testing of structural concrete, asphalt concrete, embankment fill, structural backfill, and aggregate base. Testing is performed in accordance with CTM standards. Ninyo & Moore Fees: $2,000,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Mesa 500kV Substation – Phase 3, Monterey Park	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Field Technician providing construction observation and testing services. The project generally involves the construction of a new 500kV substation at the location of the existing Mesa 220kV Substation site in three phases (Phase 1, Phase 2, and Phase 3). The three phases generally involve the demolition of existing site improvements, earthwork, and construction of new site improvements in different portions of the project site. Phase 3 generally includes the demolition of the existing 220kV substation, grading of the 220kV substation site to match adjacent grades created during Phase 1 and 2 grading, and regrading of the Detention Basin constructed during Phase 1. Ninyo & Moore Fees: $2,800,000.

e

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
Mesa 500kV Substation – Phase 4, Monterey Park	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
	Ongoing	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Field Technician providing geotechnical, materials testing, and inspection services during construction of Southern California Edison's (SCE) Test and Maintenance (T&M) Building as part of the Mesa 500kV Substation project located on East Potrero Grande Drive in Monterey Park. Ninyo & Moore Fees: $218,000.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Vance Hunter	Materials Tester	22	22

15. FIRM NAME AND LOCATION *(City and State)*

Ninyo & Moore, Irvine, California

16. EDUCATION *(DEGREE and SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE and DISCIPLINE)*
High School Diploma	Caltrans Sampling Test Method (125) ACI Field Testing Technician Grade I Caltrans Concrete Test Methods (504.0, 518.0, 523.1, 533.0, 539.0, 540.0, 556.0, 557.0) Radiation (Nuclear Gauge) User Safety Caltrans Soils and Aggregate Test Methods (105.0, 201.0, 202.0, 205.0, 216.0, 217.0, 226.0, 227.0)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Hunter is responsible for performing quality control and quality assurance sampling and testing of soil, aggregate, asphalt, and concrete materials in accordance with applicable ASTM, AASHTO, ACI, and CALTRANS standards. As a Senior Technician, Mr. Hunter has extensive experience providing both field and laboratory testing of various construction materials and maintains his current soils and materials testing certifications from ACI and Caltrans, as well as his nuclear gauge certification. He provides geotechnical observation and testing services for various public works projects including earthwork and mass grading projects, trench and pipeline projects, wall and structure backfill, MSE wall construction, and building pad preparation. He is also certified and trained to provide batch plant inspections at asphalt and concrete batch plants. Mr. Hunter also has extensive experience and knowledge of the Standard Specifications for Public Works Construction (Greenbook) and Caltrans Test Methods and testing frequencies. He is also familiar with the Caltrans standard filing system categories for acceptance testing test data. He maintains a current Caltrans TL-0111 certification for various field and laboratory testing procedures.

19. RELEVANT PROJECTS

a

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Caltrans District 12 On-Call Materials Sampling and Testing Contract #12A1887, Orange County, California		Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing as needed materials testing services to support the construction of various State transportation projects in Caltrans District 12. Field services include batch plant inspection, in-place density testing, and sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services include, but are not limited to, California Impact Test (CT 216), Durability Index (CT 229), R-Value (CT 301), Determination of Asphalt Content (CT 382), and Method of Test for Relative Compaction of Polymer Concrete (CT 554). Testing services are being performed in general accordance with Caltrans Test Methods and requirements. Ninyo & Moore Fees: $500,000.

b

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
SR-57 at Lambert Road Interchange, Brea, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing materials sampling and testing services for the State Route 57 (SR-57) and Lambert Road Improvements Project in Brea. The Caltrans District 12 project consists of various improvements to the existing interchange. Services include sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $900,000.

c

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-405 Improvement, Orange County, California	2021	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Served as Materials Tester providing materials sampling and testing services for the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605). The project consists of 16 miles of improvements, including adding one regular lane in each direction between Euclid Street and I-605, as well as improvements to existing on-ramps, off-ramps, and bridges. The project also included the creation of the I-405 Express Lanes which incorporate the existing carpool lanes and a new lane in each direction between SR-73 and I-605. Services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $270,000.

d

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-5 Freeway Improvements Segment 1, Mission Viejo and Laguna Niguel, California		Expected 2023
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	

Serves as Materials Tester providing materials sampling and testing services for the Interstate 5 (I-5) Freeway Improvements Segment 1 Project between State Route 73 (SR-73) and Oso Parkway. The Caltrans District 12 project generally consists of widening the I-5

	Freeway between SR-73 and Oso Parkway to add a general purpose lane in each direction. Services included sampling and testing for soils, concrete, and asphalt materials per Caltrans and AASHTO Specifications. Ninyo & Moore Fees: $1,200,000.

e	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	I-5 Gateway, Orange County, California	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
		2010	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Served as Materials Tester providing materials sampling and testing services for the Interstate 5 (I-5) Gateway Project. The Caltrans District 12 project consisted of reconstructing and widening the existing I-5 Freeway from the State Route 91 (SR-91) Freeway interchange to the Los Angeles County line. Services included sampling and testing of structural concrete, AC pavement, asphalt treated permeable base (ATPB), embankment fill, lean concrete base (LCB), cement treated base (CTB), aggregate base (AB) and polymer concrete overlay. Inspection services included batch plant inspection during production of AC pavement and structural concrete. A mobile lab was set up on-site to reduce the turnaround time on some of the laboratory testing. Laboratory testing services included California Impact Test, R-Value, sieve analysis, sand equivalent, AC extraction and gradation, AC maximum density, aggregate cleanness value, durability, percent crushed particles and LA rattler, concrete compressive strength and flexural strength testing and mix design review. Ninyo & Moore Fees: $950,000.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Interwest Consulting Group, Inc. Irvine, CA	**On-Going**	**On-Going**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF BREA	**Michael Ho, PE** Deputy Director of Public Works	714.990.7657 michaelh@ci.brea.ca.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



Interwest provides as-needed Project Management, Engineering, and Construction Management and Inspection services to the City of Brea. Below are a selection of projects.

SR 57 & Lambert Road Interchange Improvements: This $79M project entails the construction of the SR 57 & Lambert Road Interchange which includes the re-alignment of the Northbound off-ramp, new Northbound on-ramp loop with bridge, widening of Lambert Road west (new right turn lane), widening of Northbound on-ramp, widening and extension of Southbound off-ramp, widening of Lambert Road east (new right turn lane) for Southbound on-ramp, widening and extension of Southbound on-ramp and bridge widening at Railroad Crossing, SR 57/Lambert Bridge widening, Retaining walls, sound walls, and other various signal and street median improvements.
The City's lead role was utility relocation, design, R/W and Landscape phase. Caltrans lead role was PAED phase and construction phase (AAA). Interwest oversaw the pre-construction phase, managed the OCTA M2 and SB1 grants, coordination with Caltrans for Cooperative Agreements and Maintenance Agreements, coordination with the Utility Companies, managing the Design consultant for the City, managing the R//W acquisition and demolition work, reviewing all RFI's, CCO's, and Submittals in coordination with Caltrans and Design Consultant and attended the bi-weekly construction meetings, billing/invoicing processing, and schedule review. The project cost was approximately $79 Million for Construction Phase, Landscape Phase, Utility Relocation, Construction Management and Inspection.

Steele Drive and Pleasant Hill Tract Waterline and Pavement Rehabilitation Project: This $2.4M project entails the design and construction of waterline replacement and pavement rehabilitation within two main subdivisions within the City. Interwest staff served as the project manager for the City. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

South Brea Sewer Repair Project: The Project entails the design and construction of sewer main replacement within certain streets of the City, in coordination with the waterline and pavement rehabilitation Projects. Duties included project management, Design-RFP Oversight, reviewing PS&E documents, assisting with bid and award Phase, budget and schedule tracking, billing/invoicing.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On-Going	On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF COSTA MESA	Raja Sethuraman Public Services Director	714.754.5173 raja.sethuraman@costamesaca.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Interwest has served the City of Costa Mesa since 2007 providing services including construction management and inspection, engineering support, traffic engineering, engineering plan check, and building plan check. Below are sample projects.



Arlington Drive Improvements, Measure M OCTA and Storm Channel Improvement Project: This was a $4.3M project funded by multiple sources including OCTA and Drainage Improvement funds, which required continuous documentation and adherence with OCTA procedures. This project consisted of reducing the potential for major storm damage within the areas west of Newport Boulevard and Arlington Drive behind the Orange County Fairgrounds. Construction included a complete increase in storm drain sizing followed by the construction of a bio-swale for low flows and the reduction of pavement through Arlington Drive to a length of 4,800 lineal feet. Additionally, a multi-purpose, bike/pedestrian and skating recreational trail was constructed meandering along the bio-swale south of Arlington Drive, and safety-lit crossings were added to protect pedestrian traffic between the existing schools and a park north of the street crossing to the fairgrounds on the south side. Aesthetically pleasing landscaping along the project length was another positive addition to the affected area. Tasks included finalizing the plans and specifications for bidding purposes, advertising for bids, and administratively presenting the project to the City Council for award. Interwest provided continuous project management and inspection throughout the project duration. We also reviewed and approved project submittals, interfaced with the public, prepared progress payments to the contractor, and coordinated with the funding agencies.

East 19th Street, Safe Route to School Project from Church Street to Irvine Ave: This was a federal project requiring continuous documentation and strict compliance with the Caltrans Local Assistance Program Guidelines Manual. Tasks performed by Interwest staff included finalizing the plans and specifications for bidding purposes, advertising for bids, accepting the bids, and administratively presenting the project to the City Council for award of project to the successful bidder. The Interwest team provided the continuous project management and inspections from the beginning of work through project completion and audit. The East 19th Street project was a 4,700 lineal foot street traffic calming project with a total of 7 intersections. Each intersection had bulb-outs at all corners, reducing the street widths to one lane in each direction, which effectively reduced the traffic speed for the entire segment - thus providing traffic calming. Each of the bulb-outs included landscaping and irrigation to support the plant palette. Each intersection was also repaved after grinding to create acceptable grades. Monuments and supporting lighting were also provided for this segment as well as improved traffic striping to accommodate the sharing of the street with bicycles.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Interwest Consulting Group, Inc. Irvine, CA	**On-Going**	**On-Going**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF SANTA ANA	**Kenny Nguyen** Senior Civil Engineer	714.647.5632 knguyen@santa-ana.org

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Interwest provides the City with On-Call Construction Management and Inspection services as well as as-needed building services.

Warner Avenue Widening Project, Phase 1: Interwest is providing construction management and inspection services for this $9.5 project, the goal of which is to widen a 1-mile segment of Warner Avenue, a regionally significant arterial roadway in the City of Santa Ana. Phase 1 involves an area of 0.3 miles along Warner Avenue between Main Street and Oak Street, widening the roadway from four to six lanes, with three lanes in each direction. The project also includes storm water drainage improvements and the undergrounding of utilities to enhance community beautification. Safety and accessibility features include narrow travel lanes, raised median, landscape parkways, wider sidewalks, ADA compliant curb ramps, and protected bike lanes. Construction began in 2021 and is on-going.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On-Going	On-Going

23. PROJECT OWNER'S INFORMATION

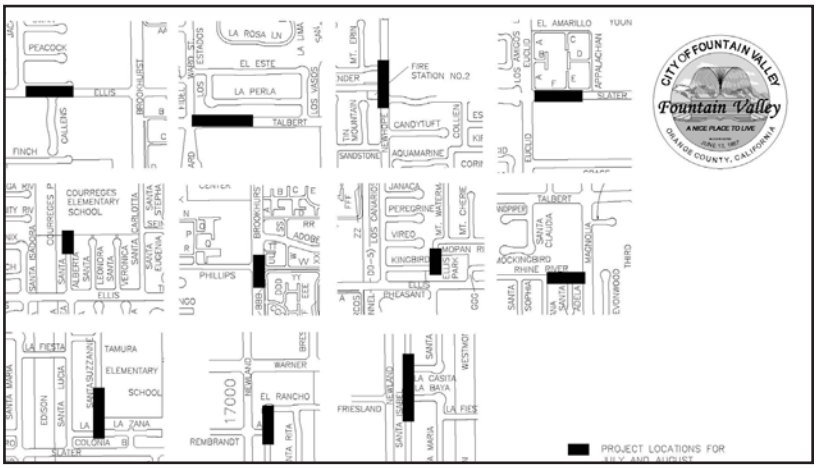
a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF FOUNTAIN VALLEY	Temo Galvez Director of Public Works	949.294.4508 temo.galvez@fountainvalley.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Interwest provides as-needed engineering and construction inspection services to the City's Public Works Department and on-call building inspection services to the Community Development Department.

Citywide Sewer Rehabilitation Project: Interwest provided construction inspection services on the City of Fountain Valley's $2.5 Annual Citywide Sewer Rehabiliation Project. The project consists of removing and replacing sewer pipe and installing new sewer lining at various locations throughout the City.

Metal Building Addition to Fire Station II: Interwest provided Project and Construction Management and Inspection of this tilt-up building constructed on the backlot of Fire Station 2 in the City of Fountain Valley in 2020. The building was constructed to house all fire department vehicles and required consistent communication with both the Fountain Valley Public Works Department and Fire Department



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Interwest Consulting Group, Inc. Irvine, CA	**On-Going**	**On-Going**

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF OCEANSIDE	**David Toschak** Principal Engineer	760.435.5106 dtoschak@ci.oceanside.ca.us

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Interwest provides the City of Oceanside with as-needed engineering support and project management services as well as construction management and inspection services.

Fire Training Tower Project: Interwest provided construction management and inspection services for the Fire Training Tower located in the Fire Training Center in the City of Oceanside. Our services included coordination with the Construction Administration Architect and Foundation Designer, the Fire Department and Water Utilities Department staff, the training tower fabricator, Fireblast Global, Inc. and their Erection Contractor and REACH helicopter services. The project is estimate is aprroximately $500K.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*

Interwest Consulting Group, Inc.
Irvine, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On-going	On-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME *(at time of contract)*	c. POINT OF CONTACT TELEPHONE NUMBER
CITY OF EL MONTE	Lee Torres City Engineer	626.580.2055 ltorres@elmonteca.gov

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Interwest provides the City of El Monte as-needed public works support services including project management, engineering plan review, traffic engineering, and construction management and inspection services.

Interwest has worked with the City of El Monte on various traffic improvements, street improvements and master planning efforts. Major projects include:

- Traffic Signal project at Santa Anita and McGirk,
- Street and Bikeway Improvements along Elliott and Fern,
- Parkway and Denholm Street Improvements and Class IV Bikeway and Zone 2 Street Rehabilitation Improvements.

Our Public Works Engineering Plan Examiner/Coordinator for the City of El Monte has been working as the project manager and plan check coordinator for all development projects. He works with the Planning, Building and Safety, and Engineering Departments to provide preliminary review on discretionary and non-discretionary projects to set conditions of approval and to guide applicants through the Public Works Engineering requirements in order to obtain permits.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Interwest Consulting Group, Inc.	Irvine, CA	Prime Consultant
b.			
c.			
d.			
e.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Kevin Ko, PE, QSD	Project Manager						X				
Tyrone Chesanek, PE	Construction Manager and Sr. Civil Engineer	X		X	X	X					
Lea Reis, PE	Construction Manager and Sr. Civil Engineer						X				
Steve Kooyman, PE	Construction Manager and Sr. Civil Engineer	X	X								
Ciros Ganji, CESSWI	Construction Inspector		X								
Chuck Stagner	Construction Inspector	X	X				X				
John Welch	Construction Inspector	X	X								
Tom Marnocha, QSP, CESSWI	Construction Inspector			X							
Dylan Flores	Associate Engineer										
Eric Tello, EIT	Associate Engineer				X	X					

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*	NO.	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	On-Call Engineering & CM | City of Brea	6	On-Call Engineering & CM | City of El Monte
2	On-Call Engineering & CM | City of Costa Mesa	7	
3	On-Call CM | City of Santa Ana	8	
4	On-Call CM | City of Fountain Valley	9	
5	On-Call CM | City of Oceanside	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Please see attached sheets.

I. AUTHORIZED REPRESENTATIVE

The forgoing is a statement of facts.

31. SIGNATURE



32. DATE

05.5.2022

33. NAME AND TITLE

Paul Meschino — Vice President, Operations

Statement of Qualifications
for On-Call Construction Management/Engineering Support/Testing and Inspection Services
– City of Cypress –









LAE

ASSOCIATES, INC.

Contact Information:

650 North Rose Drive, # 182
Placentia, CA 92870
Tel: 714.993.2840
LAEassociates.com

LAE
Associates, Inc.

PROJECT·CONSTRUCTION·PROGRAM MANAGEMENT
City Services • Staff Augmentation
Capital Project Planning • Transportation Funding Strategies
Caltrans Local Assistance Services

May 4, 2022

Mr. Douglas Dancs, P.E.
Director of Public Works
5275 Orange Avenue
Cypress, CA 90630

Attention: Mr. Nick Mangkalakiri, P.E., Assistant City Engineer
Mr. Neema Ghanbari, Associate Engineer

SUBJECT: STATEMENT OF QUALIFICATIONS FOR ON-CALL CONSTRUCTION MANAGEMENT/ENGINEERING SUPPORT/TESTING AND INSPECTION SERVICES

Dear Mr. Dancs,

LAE Associates, Inc. (LAE) is pleased to submit the attached Statement of Qualifications (SOQ) to the City of Cypress (City) to provide the subject services. **The key staff members designated have over thirty (30) years of Public works Construction Management experience. Our team has successfully completed many Federal, State, and other funded projects.**

We constantly work with agencies who have similar and comparable projects as the City does, enabling us to reinforce our knowledge and present our expertise to the City. The assembled team has a vast range of experience with this type of work. With team members having worked for various Cities, Counties, Caltrans, water districts, and other public agencies, LAE presents itself as having a firm grasp of the intricacies and details associated with the nature of this work.

Please feel free to contact me with any inquiries regarding this proposal at 714-993-2840 or FredA@LAEassociates.com.

Sincerely,

F. Alamolhoda

Fred Alamolhoda, P.E.
President

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
On-Call Construction Management/Engineering Support/Testing and Inspection Services

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
04/14/2022	PW-006-22

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Fred Alamolhoda, President

5. NAME OF FIRM
Local Agency Engineering Associates, Inc., dba LAE Associates, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
714-993-2840	N/A	FredA@LAEAssociates.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✔			Local Agency Engineering Associates, Inc., dba LAE Associates, Inc. ☐ CHECK IF BRANCH OFFICE	650 N. Rose Drive, #182 Placentia, CA 92870	Construction Management, Engineering Support, and Construction Inspection
b.			✔	Geo-Advantec, Inc. ☐ CHECK IF BRANCH OFFICE	457 W. Allen Avenue, Suite 113 San Dimas, CA 91773	Material Testing Services
c.			✔	GCAP Services ☐ CHECK IF BRANCH OFFICE	3525 Hyland Avenue, Suite 140 Costa Mesa, CA 92626	Labor Compliance Services
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nasser Abbaszadeh, P.E.	Senior Construction Manager	37	4

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Science in Civil Engineering Bachelor of Science, Civil Engineering	California Professional Civil Engineer License No. 39370

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

2002 Member - LA County Executive Advisory Committee on the NPDES permit; 2001 President - LACO City & County Engineers Association; 1999 Chairman - TAC for San Gabriel Valley Council of Governments; Public Works Management

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Edison Avenue Traffic Signal Upgrade Project, Chino, CA	2022	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $1,562,927 project includes upgrade existing traffic signals and install protected left-turn phasing, and related improvements at the intersections of Edison Avenue at Ramona Avenue; Edison Avenue at Yorba Avenue; and Edison at Monte Vista Avenue; install SIC/FO cable; install communications cable equipment. Senior Project Manager

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Local Streets Rehab. Program Zone 24 Paving Impr Stage 2, Norwalk, CA	2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $2.8 million project involve coldmilling of existing pavement, replacement of asphalt and in some cases full depth removal. Incidental work involves adjustment of utility covers, replacements of survey monuments and replacement of traffic related items such as striping, pavement markings, signs and traffic loops. Construction Manager.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Elliott Avenue and Fern Street Class III Bike Routes Project, El Monte, CA	2020/2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $1 million project consisted of cold milling existing asphalt concrete pavement, removing, and construction full depth asphalt concrete pavement, construction ARHM overlay, curb and gutter, curb ramps, and driveways and installing signing and striping. Construction Manager.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Local Streets Rehab. Program Zone 27 Paving Impts, Norwalk, CA	2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The project involved cold milling of existing pavement, replacement of asphalt only and in some cases full depth removal including removal and replacement of base material. Certain streets required slurry seal application. Other related work such as adjustment of utility covers, survey monuments, traffic loops/striping/markings and signs. Construction Manager.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Local Sts. Rehab. Program Zone 32 Paving Imprts., Norwalk, CA	2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The project involved cold milling of existing pavement, removal and replacement of asphalt and in some cases full depth replacement of base material, and recompaction of base and sub-base materials. Certain streets required slurry seal application. Construction Manager.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
William Bayne, P.E.	Senior Construction Management	42	7

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Civil Engineering	California Professional Civil Engineer License No. 18282

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Public Works Association (APWA); Inland Empire Regional Broadband Consortium; American Society of Civil Engineers (ASCE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Citywide Street Rehabilitation Project, El Monte, CA	TBD	TBD

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

These projects consist of Project Management Services for the street rehabilitation of several residential communities. Coordination with the City staff, project designers, design surveyors, and geo-technical firms. Senior Project Manager.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Walnut St. Water Main Replacement and Street Rehab., Lomita, CA	2020	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The $1.5 million project consisted of water main replacement, pavement rehabilitation, upgrading curb ramps, sidewalk, curb & gutter; pavement grinding, Asphalt Rubber Hot mix (ARHM) pavement, utility adjustments, striping/signage, loop replacement. Construction Manager.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Quadrant 1, Phase 1 Water Main Replacement Project, Chino, CA	2017	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $2,299,216 consisted of removal and replacement of various existing water improvements, including fire hydrants, potable water main line, valves and service laterals, trenching and temporary and permanent pavement replacement at approximately five (5) locations with the City of Chino. Project/Construction Manager.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Quadrant 2, Phase 2 Water Main Replacement Project, Chino, CA	2017	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $830,761 Water Main Pipe Replacement Construction project included trenching and permanent trench repair, saw cutting of existing asphalt and concrete as per plan, restoration and/or relocation of all construction affected improvements which included sewer pipes, storm drain pipes, cross gutter and other improvements. Project Manager.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Quadrant 3, Phase 1 Water Main Replacement Project, Chino, CA	2018	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $985,000 Water Main Pipe Replacement Construction Project included trenching and permanent trench repair, saw cutting of existing asphalt and concrete as per plan, restoration and/or relocation of all construction affected improvements which included sewer pipes, storm drain pipes, cross gutter and other improvements. Project Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Kevin Alamolhoda, P.E.	Construction Manager	10	8

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science in Civil Engineering Master of Business Administration	California Professional Civil Engineer License No. 92855

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

ASCE Meeting Attendee, APWA Scholarship Recipient, APWA Meeting Attendee, City & County Engineers Association Meeting Attendee

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Edison Ave Traffic Signal Mod. and Comm. Project, Chino, CA	on-going	on-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,562,927 project includes upgrade existing traffic signals and install protected left-turn phasing, and related improvements at the intersections of Edison Avenue at Ramona Avenue; Edison Avenue at Yorba Avenue; and Edison at Monte Vista Avenue; install SIC/FO cable; install communications cable equipment. Project Manager

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Yorba Ave. & Eucalyptus Ave. Sewer Main Replacement Project, Chino, C	2021	in-progress

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $4,468,330 project consists of replacement of existing 10" and 15" VCP sewer mains with larger diameter VCP or HDPE pipe, steel casing, temporary bypass, sewer manholes, sewer laterals, asphalt concrete overlay, full depth asphalt concrete pavement, slurry seal, restoration of traffic detector loops, and striping. Construction Manager.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Removal & Replacement of SCE owned Street Lights, Arcadia, CA	2017	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $4 million project created a safer environment for the residents, businesses, and visitors of the City. SCE replaced over a thousand (1,000) old steel, worn-out streetlight poles and fixtures with new concrete poles and fixtures, contributing to the City's safety and energy conservation efforts. Project Engineer.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Wilmington Ave. Safe Streets Ped./Bicycle Imp. Project, Compton, CA	2018	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,219,750 project included development of safer pedestrian crossings & intersections, as well as installing bicycle lanes to improve bicycle visibility & safety. Installation of Asphalt Rubber Hot Mix (ARHM), AC Base Course, removal & replacement of asphalt concrete, and installation of ADA compliant curb ramps. Project Engineer.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Crown Valley Parkway Pavement Rehab. Project, Laguna Niguel, CA	2018	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,600,000 project consisted of rehabilitation of the existing roadway by grinding and paving and/or full depth repairs, grind adjacent to the parkway curb and gutter and median curb, and full width overlay with rubberized asphalt. Project Engineer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mamoun Aldwir	Senior Construction Observer	32	3

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AA Pre-Engineering	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Surveying Certificate

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Street Reconstruction for Various Streets in Zones C&F, Lomita, CA	in-progress	in-progress

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to rehabilitate the pavement on various streets in Zones C&F and to upgrade all curb ramps to current ADA Standards as specified in the Specifications and these Special Provisions, and as directed by the Engineer. Senior Construction Observer.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Phase 6A Residential Street Rehabilitation, La Mirada, CA	2022	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $4.5 million project consisted of the required traffic/pedestrian control compliance, removal & disposal of existing concrete construction of curb, gutter, cross-gutter, sidewalk, driveway, curb ramps, cold milling asphalt pavement, AC pavement, ARHM overlay, type 2 slurry seal, various CMP lining, and utility adjustment. Senior Const. Observer.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Phase II of the Slurry Seal/Overlay Project, El Monte, CA	2020	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $3.5 million project consisted of traffic control, NPDES compliance, unclassified excavation, base work, pavement improvements, placement of slurry seal/overlay, utility adjustments, class II bike lanes, striping/signage, re-establishment of survey monument. Senior Construction Observer.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Phase I of Street Pavement Resurfacing, El Monte, CA	2020	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $1.5 million project consisted of traffic control, NPDES compliance, concrete improvements, unclassified excavation, deep lift pavement work, pavement improvements, re-establishment of survey monument, utility covers adjustments, striping and signage. Senior Construction Observer.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
CIP & Land Development Projects' Inspection, San Dimas, CA	2019	2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

He provided Construction Observation for CIP & land development projects on an as-needed basis. Senior Construction Observer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ken Manera	Senior Construction Observer	40	7

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Construction of Quality Hot Mix Asphalt Pavement Certificate; Public Works Construction Inspection Course; State Certification for Hazardous Substance Removal & Remedial Action; various Storm Water Programs & N.P.D.E.S. classes.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Elliott Ave. & Fern Street Class III Bike Routes Project, El Monte, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1 million project consisted of cold milling existing asphalt concrete pavement, removing, and constructing full depth asphalt concrete pavement, construction ARHM overlay, curb & gutter, curb ramps, & driveways & installing signing & striping. Senior Construction Observer

b.

(1) TITLE AND LOCATION *(City and State)*: Arcadia Gold Line Station Pedestrian Linkage Project, Arcadia, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $2,379,000 project connected the Gold Line Arcadia Station with the surrounding area within a quarter-mile radius of the Station, providing a first/last mile connection to the regional rail network. Senior Construction Observer

c.

(1) TITLE AND LOCATION *(City and State)*: Removal & Replacement of SCE owned Street Lights, Arcadia, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 | CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $4 million project created a safer environment for the residents, businesses, and visitors of the City. SCE replaced over a thousand (1,000) old steel, worn-out streetlight poles and fixtures with new concrete poles and fixtures, contributing to the City's safety and energy conservation efforts. Senior Construction Observer

d.

(1) TITLE AND LOCATION *(City and State)*: Foothill Blvd. & Palm Dr. Traffic Signal Project, Azusa, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $260,000 project consisted of installation of new traffic signal, removal of existing stop signs, construction of sidewalk, curb & cutter, curb ramp, etc. Senior Construction Observer.

e.

(1) TITLE AND LOCATION *(City and State)*: Federal Safe Routes to School Cycle II Project, El Monte, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,250,000 project consisted of removal of existing street improvements, concrete sidewalk, curb, & gutter; installation of bulb outs (curb extensions); installation of ADA curb ramps and high visibility crosswalks, installation of pavement marking and signage, installation of storm water treatment system. Senior Construction Observer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Grace Alvarez	Program Manager	36	

15. FIRM NAME AND LOCATION *(City and State)*

LAE Associates, Inc., Placentia, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Arts, Administration - Public Administration Concentration	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arcadia Gold Line Station Pedestrian Linkage Project, Arcadia, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $2,379,000 project connected the Gold Line Arcadia Station with the surrounding area within a quarter-mile radius of the Station, providing a first/last mile connection to the regional rail network. Program Manager.

b.

(1) TITLE AND LOCATION *(City and State)*: Bicycle Facilities Improvement Project, Arcadia, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1.05 million installation of Class II and Class III bike lanes and routes throughout the City and a portion of the City of Sierra Madre. Installation of bicycle actuated signal improvements at several intersections and installation of bike racks. Program Manager.

c.

(1) TITLE AND LOCATION *(City and State)*: Edison Avenue Traffic Signal Upgrade Project, Chino, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: 2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,562,000 project includes upgrade existing traffic signals and install protected left-turn phasing, and related improvements at the intersections of Edison Avenue at Ramona Avenue; Edison Avenue at Yorba Avenue; and Edison at Monte Vista Avenue; install SIC/FO cable; install communications cable equipment. Program Manager.

d.

(1) TITLE AND LOCATION *(City and State)*: Central Avenue Over UPRR/AMTRAK/Metrolink Project, Montclair, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: on-going | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1.58 million project consists of removal and replacement of Central Ave. bridge; it includes construction concrete barrier/sidewalk, chain link railing, approach slab on all 4 corners of the bridge, a 4' raised median island across the bridge, approach retaining walls. Program Manager.

e.

(1) TITLE AND LOCATION *(City and State)*: Lampson Avenue Bike Lane Gap Closure Project, Seal Beach, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: on-going | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Installation of Class II bike lanes, striping and signing, pedestrian walkways, signal pedestrian countdown heads, median/landscape revisions, and as-needed roadway modifications. Program Manager.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Shawn Ariannia, Ph.D., P.E., G.E.	Geo-Technical Sub-Consultant	37	10

15. FIRM NAME AND LOCATION *(City and State)*

Geo-Advantec, Inc., San Dimas, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. Civil Engineering M.S. Civil Engineering Ph.D. Geotechnical Engineering	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Arcadia Gold Line Station Pedestrian Linkage Project, Arcadia, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2020 | CONSTRUCTION *(If applicable)* 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $2,379,000 project connects the Gold Line Arcadia Station with the surrounding area within a quarter-mile radius of the Station, providing a first/last mile connection to the regional rail network. Geotechnical sub-consultant.

b.

(1) TITLE AND LOCATION *(City and State)*: Foothill Blvd. & Palm Dr. Traffic Signal Project, Azusa, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2018 | CONSTRUCTION *(If applicable)* 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $260,000 project consisted of installation of new traffic signal, removal of existing stop signs, construction of sidewalk, curb & cutter, curb ramp, etc. Geotechnical Sub-Consultant.

c.

(1) TITLE AND LOCATION *(City and State)*: Federal Safe Routes to School Cycle II Project, El Monte, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2018 | CONSTRUCTION *(If applicable)* 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $1,250,000 project consisted of removal of existing street improvements, installation of sidewalk, curb, & gutter; installation of bulb outs; installation of ADA curb ramps, high visibility crosswalks, pavement marking and signage, and storm water treatment system. Geotechnical Sub-Consultant

d.

(1) TITLE AND LOCATION *(City and State)*: Walnut St. Water Main Replacement and Street Rehab., Lomita, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2019 | CONSTRUCTION *(If applicable)* 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

The $1.5 million project consisted of water main replacement, pavement rehabilitation, upgrading curb ramps, sidewalk, curb & gutter; pavement grinding, Asphalt Rubber Hot mix (ARHM) pavement, utility adjustments, striping/signage, loop replacement. Geotechnical Sub-Consultant.

e.

(1) TITLE AND LOCATION *(City and State)*: Central Ave. Pavement Rehabilitation Project (Phase I), Compton, CA

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016 | CONSTRUCTION *(If applicable)* 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

This $ consisted of the installation of terminal blend rubber chip seal & slurry seal on existing pavement; removal & replacement of failed asphalt concrete areas, installation of ADA compliant curb ramps, curb, gutter & sidewalk improvements, traffic loop replacement & other minor associated work. Geotechnical Sub-Consultant.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Sylvia Linn	Labor Compliance Manager	17	17

15. FIRM NAME AND LOCATION *(City and State)*

GCAP Services, Costa Mesa, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M.B.A. J.D.	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Arcadia Gold Line Station Pedestrian Linkage Project, Arcadia, CA	2020	2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $2,379,000 project connects the Gold Line Arcadia Station with the surrounding area within a quarter-mile radius of the Station, providing a first/last mile connection to the regional rail network. Labor Compliance sub-consultant.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Foothill Blvd. & Palm Dr. Traffic Signal Project, Azusa, CA	2018	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $260,000 project consisted of installation of new traffic signal, removal of existing stop signs, construction of sidewalk, curb & cutter, curb ramp, etc. Labor Compliance, Sub-Consultant.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Edison Ave Traffic Signal Mod. and Comm. Project, Chino, CA	on-going	on-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $1,562,927 project includes upgrade existing traffic signals and install protected left-turn phasing, and related improvements at various intersections; installation of SIC/FO cable and communications cable equipment. Labor Compliance, Sub-Consultant

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Street Reconstruction for Various Streets in Zones C&F, Lomita, CA	on-going	on-going

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The work consists of rehabilitating the pavement on various streets in Zones C&F and to upgrade all curb ramps to current ADA Standards as directed by the Engineer. Labor Compliance, Sub-Consultant.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Elliott Ave. & Fern Street Class III Bike Routes Project, El Monte, CA	2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This $1 million project consisted of cold milling existing asphalt concrete pavement, removing, and constructing full depth asphalt concrete pavement, construction ARHM overlay, curb & gutter, curb ramps, & driveways & installing signing & striping. Labor Compliance Manager, Sub-Consultant.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Street Reconstruction for Various Streets in Zones C&F, Lomita, CA	in-progress	in-progress

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lomita	Mondher Saied	310.325.7110 ext. 110

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to rehabilitate the pavement on various streets in Zones C&F and to upgrade all curb ramps to current ADA Standards as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Observation
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services, Inc.	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Arcadia Gold Line Station Pedestrian Linkage Project, Arcadia, CA	2018	on-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Arcadia	Kevin Merrill, P.E.	626.574.5481

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $2,379,000 project connects the Gold Line Arcadia Station with the surrounding area within a quarter-mile radius of the Station, providing a first/last mile connection to the regional rail network.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Program Management and Construction Observation
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Elliott Ave. & Fern Street Class III Bike Routes Project, El Monte, CA	2021	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of El Monte	Lee Torres, P.E.	626.580.2055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1 million project consisted of cold milling existing asphalt concrete pavement, removing, and constructing full depth asphalt concrete pavement, construction ARHM overlay, curb & gutter, curb ramps, & driveways & installing signing & striping.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Observation
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Edison Ave Traffic Signal Mod. and Comm. Project, Chino, CA	on-going	on-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Chino	Maria Fraser, P.E.	909.334.3310

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1,562,927 project includes upgrade existing traffic signals and install protected left-turn phasing, and related improvements at the intersections of Edison Avenue at Ramona Avenue; Edison Avenue at Yorba Avenue; and Edison at Monte Vista Avenue; install SIC/FO cable; install communications cable equipment.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management
b.	GCAP Services	Costa Mesa, CA	Labor Compliance
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Wilmington Ave. Safe Streets Ped./Bicycle Imp. Project, Compton, CA	2017	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Compton	John Strickland	310.605.5505

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1,219,750 project included development of safer pedestrian crossings & intersections, as well as installing bicycle lanes to improve bicycle visibility & safety, thereby reducing collisions. Installation of Asphalt Rubber Hot Mix (ARHM), AC Base Course, removal & replacement of failed asphalt concrete areas, and ADA compliant curb ramps.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Observation
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Crown Valley Parkway Pavement Rehab. Project, Laguna Niguel, CA	2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Laguna Niguel	Frank Borges, P.E.	714.906.3773

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1,600,000 project consisted of rehabilitation of the existing roadway by grinding and paving and/or full depth repairs in spot areas of pavement failure, grind adjacent to the parkway curb and gutter and median curb, and full width overlay with rubberized asphalt. Additionally, the project included roadway striping, traffic loop replacement & construction of ADA compliant ramps for existing non-compliant and missing ramps.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Grant Administration
b.	GCAP Services	Costa Mesa, CA	Labor Compliance
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Phase I of Street Pavement Resurfacing, El Monte, CA	2020	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of El Monte	Lee Torres, P.E.	626.580.2055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1.5 million project consisted of traffic control, NPDES compliance, concrete improvements, unclassified excavation, deep lift pavement work, pavement improvements, re-establishment of survey monument, utility covers adjustments, striping and signage.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Inspection
b.	Willdan Engineering	Anaheim, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Phase II of the Slurry Seal/Overlay Project, El Monte, CA	2020	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of El Monte	Lee Torres, P.E.	626.580.2055

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $3.5 million project consisted of traffic control, NPDES compliance, unclassified excavation, base work, pavement improvements, placement of slurry seal/overlay, utility adjustments, class II bike lanes, striping/signage, re-establishment of survey monument.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Inspection
b.	Willdan Engineering	Anaheim, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Foothill Blvd. & Palm Dr. Traffic Signal Project, Azusa, CA	2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Azusa	Christina Curiel	626.812.5247

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $260,000 project consisted of installation of new traffic signal, removal of existing stop signs, construction of sidewalk, curb & cutter, curb ramp, etc.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Inspector
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Federal Safe Routes to School Cycle II Project, El Monte, CA	2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of El Monte	Leticia Ortiz	626.580.2022

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This $1,250,000 project consisted of removal of existing street improvements, installation of sidewalk, curb, & gutter; installation of bulb outs (curb extensions); installation of ADA curb ramps; installation of high visibility crosswalks, installation of pavement marking and signage, installation of storm water treatment system; & associated construction traffic control.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LAE Associates, Inc.	Placentia, CA	Construction Management and Construction Observation
b.	Geo-Advantec, Inc.	San Dimas, CA	Geotechnical
c.	GCAP Services	Costa Mesa, CA	Labor Compliance
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Nasser Abbaszadeh, P.E.	Senior Construction Manager			X	X						
William Bayne, P.E.	Senior Construction Manager										
Ken Higbee, P.E.	Senior Construction Manager	X									
Kevin Alamolhoda, P.E.	Construction Manager				X	X	X				
Mark Daneshi	Municipal Services										
Mamoun Aldwir	Senior Construction Observer	X						X	X		
Ken Manera	Senior Construction Observer		X	X						X	X
Ned Shaffer	Construction Observer										
Grace Alvarez	Program Manager		X		X					X	X
Shawn Ariannia, Ph.D., P.E.,	Geotechnical Services	X	X	X		X				X	X
Sylvia Linn	Labor Compliance Manager	X	X	X	X	X	X	X	X	X	X

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	St. Recon. for Various Sts. in Zones C&F	6	Crown Valley Parkway Pavement Rehabilitation
2	Arcadia Gold Line Station Pedestrian Linkage	7	Phase I of Street Pavement Resurfacing
3	Elliott Ave. & Fern St. Class III Bike Routes	8	Phase II of the Slurry Seal/Overlay
4	Edison Ave. TS Mod. and Comm.	9	Foothill Blvd. & Palm Dr. Traffic Signal
5	Wilmington Ave. Safe St./Ped./Bike Impts.	10	Federal SRTS Cycle II

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
F. Alamolhoda	05/04/2022

33. NAME AND TITLE

Fred Alamolhoda, P.E., President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: PW-006-22

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Local Agency Engineering Associates, Inc. dba LAE Associates, Inc.	3. YEAR ESTABLISHED: 2007 / 4. UNIQUE ENTITY IDENTIFIER: 8HARO
2b. STREET: 650 N. Rose Drive, #182	5. OWNERSHIP
2c. CITY: Placentia / 2d. STATE: CA / 2e. ZIP CODE: 92870	a. TYPE: S-Corporation
6a. POINT OF CONTACT NAME AND TITLE: Fred Alamolhoda, P.E., President	b. SMALL BUSINESS STATUS: SBE
6b. TELEPHONE NUMBER: 714.993.2840 / 6c. EMAIL ADDRESS: FredA@LAEassociates.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	1	
12	Civil Engineer	6	
15	Construction Inspector	6	
16	Construction Manager	7	
18	Cost Engineer/Estimator	7	
48	Project Manager	7	
56	Specifications Writer	7	
58	Technician/Analyst	6	
60	Transportation Engineer	6	
61	Value Engineer	3	
	Other Employees		
	Total		

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	5
C18	Cost Estimating and Engineering	1
H07	Highways; Streets; Airfield Paving;	1
T03	Traffic & Transportation Eng.	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	5
c. Total Work	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: F. Alamolhoda — b. DATE: 05/04/2022

c. NAME AND TITLE: Fred Alamolhoda, P.E., President

ONWARD ENGINEERING
design smarter. build better.
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
Phone: (714) 533.3050
Fax: (714) 948.8978
www.oe-eng.com

City of Cypress
Public Works Department
Attn: Nick Mangkalakiri, P.E., Assistant City Engineer
5275 Orange Avenue
Cypress, CA 90630

May, 5th, 2022

SUBJECT: REQUEST FOR PROPOSALS (RFQ/RFP) FOR ON-CALL CONSTRUCTION MANAGEMENT/ENGINEERING SUPPORT/TESTING & INSPECTION SERVICES

Onward Engineering (OE) is excited to submit this proposal to the City of Cypress to provide on-call Construction Management, Inspection and Materials Testing services. OE has been providing professional construction management, contract administration and construction inspection services since 2004, and over the years, we have fine-tuned our approach to CIP public works projects.

Organization and safety are some of our chief priorities when handling Construction Management and Inspection projects. These two issues entail a human element which is not easily read by looking at the plans. OE understands that behind every project are the people involved, and few firms prioritize this philosophy as much as OE does. Additionally, maintaining a positive public perception is another priority that is paramount to the success of any project. In regards to organization and public perception, we have applied multiple mediums which we use to distribute project information and we leverage them in providing communication, transparency and organization. This allows stakeholders to understand the project, check on the status of construction and enjoy continual updates, and to communicate relevant information or concerns. These platforms include OE's real-time project maps, an informative online web page, enhanced methods for public notification along with communication such as a customized project hotline. All this results in the public being informed, thereby developing a positive perception of those behind the project affecting them..

Regardless of how many projects we are selected for, OE will utilize and provide access to our filing system which complies with Caltrans LAPM requirements, and our Daily Construction Reports (DCR), Photo Diaries, Weekly Statement of Working Days, and Incident Report Forms that include all of the Caltrans fields and required information, and are available from our proprietary application **ORANGE VEST©** which our team will use for on-site reporting. These reports will then be available to the City in real-time. Our proprietary construction tool **ORANGE VEST©** allows us to document work in real-time, and have those quantities, materials, labor, and equipment automatically update Quantity Sheets, Earned Value Charts, Cost Over Time Charts, Quantity Over Time Charts, and Percent Complete Over Time Charts. It also allows us to proactively monitor bid items that are nearing 75% complete and keep track of any overages. The Orange Vest Application also allows us to generate Field Notifications, manage Punch-Lists, automatically generate Weekly Statement of Working Day reports, and manage Potential Change Orders, Unit Price Change Orders, and Changer Orders. The value of this tool is unprecedented. It took our team over 4 years to develop, and it includes input from former County, City, and Public Works Professionals and Supervising Inspectors.

I would like to thank the City of Cypress for the opportunity to submit our proposal. I will be the Management Contact and the individual authorized to execute legal documents on behalf of OE for the duration of this agreement. If you have any questions, please feel free to contact me at: (714) 533-3050, by email at: mataya@oe-eng.com, or fax: (714) 948-8978. I have read, understand and agree to all statements in the City's services agreement. The cost proposal will remain valid for a period of at least 120 days from the date of submittal. We acknowledge receipt of the Q & A. We look forward to continuing our successful relationship with the City of Cypress and we thank you for the opportunity to serve.

Thank you,

Majdi Ataya

Majdi Ataya, PE
President, Onward Engineering

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

RFQ/RFP) For On-Call Construction Management/ Engineering Support/ Testing & Inspection Services District 12, CA

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
04/14/2022	PW-006-22

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Majdi Ataya, PE President

5. NAME OF FIRM

Onward Engineering

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
(714) 533-3050	(714) 948-8978	mataya@oe-eng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Onward Engineering ☐ CHECK IF BRANCH OFFICE	300 S. Harbor Blvd. Suite 814 Anaheim, CA. 92805	Prime Consultant Design Engineering Project Management
b.			X	CL Surveying & Mapping ☐ CHECK IF BRANCH OFFICE	400 E. Rincon St Suite 202 Corona, CA 92882	Topographic Survey
c.			X	NoorzayGeo ☐ CHECK IF BRANCH OFFICE	16817 Rainy Vale Avenue, Riverside, CA 92503	Geotechnical Investigation
d.			X	C-Below: Subsurface Imaging ☐ CHECK IF BRANCH OFFICE	14280 Euclid Avenue Chino, CA. 91710	Potholing
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Majdi Ataya, PE	Principal & QA/QC Manager	40	18

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California State University, Long Beach (CSULB) **MPA**: Full Course Completion for Degree, CSULB	Registered Civil Engineer, CA, **#32329**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Former Deputy Director, City Engineer & Traffic Commission Chairman for the City of La Habra

Former President & Honoree of the Engineer's Association of Orange County & The Engineer's Flood Control Advisory Committee

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: TORRANCE BLVD. RESURFACING, REDONDO BEACH, CA.

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Majdi served as the QA/QC Manager on this project consisting of rehabilitating the section of Torrance Boulevard between Pacific Coast Highway (PCH) and Prospect Avenue (approximately 2,800 linear feet).The western limits of the project at PCH is under the jurisdiction of Caltrans, requiring coordination to acquire an encroachment permit and submittal of a Traffic Control Plan within the Caltrans Right-of-Way, along with designing improvements (i.e. curb ramps). Sub-tasks include constructing 22 ADA curb ramps and driveways, upgrading pedestrian countdown heads, adjusting and relocating utility appurtenances, and replacing signing and striping.

b.

(1) TITLE AND LOCATION *(City and State)*: ARROYO DRIVE IMPROVEMENT PROJECT, MONTEBELLO, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Majdi was the Principal-in-Charge on this project with limits on Arroyo Drive from Astra Drive to Glen Avenue. Includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb/gutter, driveway repairs, storm drain improvements. The budget is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds. The north side are adjacent to the back-lot of St. Joseph's Salesian Youth Center & Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community Senior Center also required coordination.

c.

(1) TITLE AND LOCATION *(City and State)*: STREET & SLURRY SEAL REHABILITATION, PHASES I, II, & III, LAGUNA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Majdi served as Principal-in-Charge. Phase I (2017) limits: Area A (Skyline) at 934,523 sf, Area B (Lower Bluebird Cnyn.) at,057 sf.;Area C (Summit Dr.) at 185,961 sf. Phase II (2018) limits: Area A: Canyon Acres Dr./Arroyo Dr./Woodland Dr./Laguna Canyon Frontage Rd, Area B: Residential in Loma Terrace, Y Place) & Area C: Thalia St. & Cress St.; Phase III (2019) limits were: Area A: Coast Royal, & Area B: S Laguna Village. These areas are in S Laguna Beach, between West St. & 10th Ave./Sunset Ave. Included variable grind & overlay & Type I Slurry Seal. 2,562 square ft. of French Drain was installed & 4-inch drain line connected, & traffic signal poles installed.

d.

(1) TITLE AND LOCATION *(City and State)*: LOCAL RESIDENTIAL STREETS REHABILITATION, ZONE 19, PHASE II, NORWALK, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Majdi is serving as the Principal-in-Charge on the Zone 19 pavement management zone limits bound by Stranstead Ave. & Priscila St., Shoemaker Ave. & Rosecrans Ave. at 37,500 LF (7.1 miles) of local road surface for rehabilitation. Phase A for concrete work, and Phase B for asphalt work, to improve the PCI for residential streets, 20 year road life extension, improving drainage, requiring PS&E for 94 ADA curb ramps & 8 cross gutters, along with driveway apron construction, utility appurtenance adjustments & relocation, & signing/striping.

e.

(1) TITLE AND LOCATION *(City and State)*: MT. VERNON STORM DRAIN PROJECT, SAN BERNARDINO, CA.

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Majdi is the QC/QC Manager to construct 2,700 LF(0.51 miles) of storm drain pipe along Mt. Vernon Ave. between existing manholes at the 16th St. & Cajon Blvd. intersections needing replacement. Conducted a hydrology/hydraulic analysis to verify sufficiency with a 48 in. diameter storm drain pipe. Also concrete island reconstruction intersecting the storm drain pipe, reconstructing 15 curb returns and 45 driveways to ADA required standards, geotechnical, and a pavement analysis and rehabilitation of 140,000 SF of asphalt pavement.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Justin Smeets, PE, PLS, QSD	Project/Construction Manager	17	8

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California State University, Fullerton (CSUF)	Registered Civil Engineer, CA, **#78314** Professional Land Surveyor, CA, **#9293** Qualified SWPPP Developer CA, **#00852**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Prior Certification with Orange County Transportation Authority for Pavement Assessment Rehabilitation Recommendations

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: ROSINI & ROSEWOOD REHABILITATION PROJECT, PHASE II, COMMERCE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Justin provided Construction Management services to the City of Commerce on phase II of the Rosini and Rosewood Neighborhood Roadway Rehabilitation Project. This politically-sensitive residential reconstruction project took place just south of I-5 and north of heavily traveled Washington Boulevard. During the design, a thorough pavement investigation was conducted, which included an inventory of potential parkway improvements which were prioritized to ensure maximum utilization of the City's available budget. Our team presented several options to the City with a cost-benefit analysis. This heavily deteriorated roadway was reconstructed utilizing Full-Depth Reclamation, 14"

b.

(1) TITLE AND LOCATION *(City and State)*: 7-YEAR ANNUAL RESIDENTIAL REHABILITATION PROJECT, DIAMOND BAR, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Justin was the Project and Construction Manager to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets ($908 K), 2011: 19 miles of arterial & residential streets ($1.8 M), 2012: 10 miles of arterial and residential streets ($1.1 M), 2013: 13 miles of arterial & residential streets ($1.3 M), 2014: 14.5 miles

c.

(1) TITLE AND LOCATION *(City and State)*: LAKEWOOD BLVD. IMPROVEMENT PROJECT, PHASE 3A, ARRA FUNDED, DOWNEY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Justin served as the Construction Administrator for the City of Downey on this $3 million dollar American Recovery and Reinvestment Act (ARRA) Widening Project for the City of Downey. This project involved the widening of Lakewood Blvd., the construction of a new landscaped median, full depth pavement reclamation and curb, gutter and sidewalk construction. Justin was responsible for document control, reviewing invoices and submittals, reviewing and compiling extra work reports into change orders, checking for

d.

(1) TITLE AND LOCATION *(City and State)*: BELLFLOWER BOULEVARD COMPLETE STREETS PROJECT, HSIP FUNDED, BELLFLOWER, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Justin performed Project Management services for the City of Bellflower to enhance approximately 2,200 linear feet (0.42 miles) of Bellflower Boulevard from Artesia Boulevard to the South City Limit, approximately 330 feet south of Rose Street. Bellflower Boulevard is an arterial street with two lanes of traffic and curbside parking in both directions, a dual left turn lane, and traffic signals at high volume intersections. The project was partially funded by Cycle 9 of the Highway Safety Improvement Program (HSIP). The project has an

e.

(1) TITLE AND LOCATION *(City and State)*: NEWPORT BOULEVARD WIDENING IMPROVEMENTS, COSTA MESA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Justin provided Project Management services for the City of Costa Mesa on the Newport Boulevard Widening Improvement Project. The project consists of widening a portion 77 Fair Drive of southbound Newport Boulevard to accommodate a fourth through lane and improve its Level of Service from the current "F" rating (ranging from 1.10 to 1.30). The section of roadway to be enhanced extends approximately 2,700 linear feet southwest from 19th Street to the Superior Avenue turn-off located northeast of 17th Street. The

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ludy Smeets, PE	Project/Construction Manager	40	8

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California State University, Long Beach (CSULB) **MA**: Military Science, Agricultural & Mechanics University **US ARMY**: Command & General Staff College	Registered Civil Engineer, CA, **#37221**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Member of The American Public Works Association (APWA), The American Society of Civil Engineers (ASCE), The National Society of Professional Engineers (NSPE), and The Society of American Military Engineers (SAME).

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: ARROYO DRIVE IMPROVEMENT PROJECT, MONTEBELLO, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ludy was the Construction Manager on this project with limits on Arroyo Drive from Astra Drive to Glen Avenue. Includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb/gutter, driveway repairs, storm drain improvements. The budget is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds. The north side are adjacent to the back-lot of St. Joseph's Salesian Youth Center & Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community Senior Center also required coordination.

b.

(1) TITLE AND LOCATION *(City and State)*: STREET & SLURRY SEAL REHABILITATION, PHASES I, II, & III, LAGUNA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ludy served as CM. Phase I (2017) limits: Area A (Skyline) at 934,523 sf, Area B (Lower Bluebird Cnyn.) at,057 sf.;Area C (Summit Dr.) at 185,961 sf. Phase II (2018) limits: Area A: Canyon Acres Dr./Arroyo Dr./Woodland Dr./Laguna Canyon Frontage Rd, Area B: Residential in Loma Terrace, Y Place)& Area C: Thalia St. & Cress St.; Phase III (2019) limits were: Area A: Coast Royal, & Area B: S Laguna Village. These areas are in S Laguna Beach, between West St. & 10th Ave./Sunset Ave. Included variable grind & overlay & Type I Slurry Seal. 2,562 square ft. of French Drain was installed & 4-inch drain line connected, & traffic signal poles installed.

c.

(1) TITLE AND LOCATION *(City and State)*: ROSECRANS AVENUE IMPROVEMENT, MANHATTAN BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ludy was the CM for limits at Rosecrans Ave., from Aviation Blvd. to Village Dr. stretching 4,200 LF, with rutting, blocking, & alligator cracking found throughout. Rosecrans Ave. has heavy daily traffic volume, an important thoroughfare in the City, & high-profile. Entailed cold milling & rubberized asphalt concrete overlay, installation of Tensar GlasPave50, double adjustment of manholes, pavement marking/striping, installation of traffic loops, multiple commercial driveway upgrades.

d.

(1) TITLE AND LOCATION *(City and State)*: STREET IMPROVEMENTS AT VARIOUS LOCATIONS, HERMOSA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ludy was the CM to restore the surface integrity of the streets, improve the ride quality and safety, as well as mitigate any potential hazards by means of pavement resurfacing. The project included 5,135 feet of full depth street repairs, 3,186 tons of grind and overlay rehabilitation, and 38 ADA Ramp upgrades, along with various sidewalk repairs. OE also provided the City with community coordination by means of establishing public accessable online web maps to inform and update the public on the project, & public notifications.

e.

(1) TITLE AND LOCATION *(City and State)*: DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT, TORRANCE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Ludy was the CM for work along Cravens Ave. from Carson St. to Torrance Blvd. To construct ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb/gutter, benches, bike racks, & pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway along with replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ignacio Ochoa, PE, TE, PTOE	Project/Construction Manager	36	5

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California State University, Long Beach (CSULB)	Registered Civil Engineer, CA, **#35217** Registered Traffic Engineer, CA, **#1183** Professional Traffic Operations Engineer, CA,

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Former Traffic Engineer for the City of Long Beach

Former Director & Chief Engineer for the County of Orange

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: MANHATTAN BEACH & SEPULVEDA BLVD. WIDENING, MANHATTAN BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

☑ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Ignacio was the PM on this project that include the intersection of Manhattan Beach Blvd. & Sepulveda Blvd. for dual left turn lanes in all 4 directions. Commercial businesses are throughout the project limits. Project increased the operational capabilities of the intersection. This was accomplished by adding dual left turn lanes to the westbound, northbound and eastbound lanes. Northbound and southbound Sepulveda will have five travel lanes; two left turn lanes, and three through lanes. Eastbound and Westbound Manhattan Beach Boulevard will have five travel lanes; two left turn lanes, two through lanes and one dedicated right turn lane.

b.

(1) TITLE AND LOCATION *(City and State)*: INGLEWOOD AVE. AT MANHATTAN BEACH BLVD. WIDENING, REDONDO BEACH

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

☑ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

complete environmental analyses, environmental, and right-of-way appraisal and acquisition services. The proposed project limits included the intersection of Inglewood Avenue and Manhattan Beach Boulevard. The southbound lanes of Inglewood Avenue, north of Manhattan Beach Boulevard, consisted of one left turn lane, two through lanes, and a right turn lane which operate at LOS E in the AM and LOS F in the PM. The purpose of the project was to increase the operational capabilities of the intersection. This was accomplished by adding a dedicated right-turn lane on southbound Inglewood Avenue to increase the through traffic to three lanes.

c.

(1) TITLE AND LOCATION *(City and State)*: ANTONIO PARKWAY & LA PATA AVENUE WIDENING, ORANGE COUNTY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

☑ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

The $25 million project spanned 1.5 miles, from Ladera Ranch to 1,000 feet south of Ortega Highway, and included 900 LF of bridgework across San Juan Creek. Antonio Parkway was widened from four to six lanes—40 feet to accommodate the two additional lanes of traffic and a sidewalk on each side. Bridgework included parkway improvements, a raised median, channel bank revetment at the south abutment, compaction grouting, and structural testing. The widening of the bridge and roadway occurred simultaneously and

d.

(1) TITLE AND LOCATION *(City and State)*: VARIOUS PROJECTS & PLANNING, ORANGE COUNTY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Ignacio coordinated, supervised and directed all work in the County's Road Division. He was the County's spokesperson in coordinating a broad range of Public Works issues with cities, state offices, Board of Supervisors, local officials, community and neighborhood associations, the media and the general public. Furthermore, he represented the County in various technical and professional groups such as OCTA, Caltrans, Orange County Building Industry, and the TCA. Ignacio oversaw the activities of the Orange County Traffic Committee and represented the County as an expert witness on road-related claims/

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

☐ Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Donald Hoppe, PE	Project/Construction Manager	40	5

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California Polytechnic State University, Pomona **MA**: Public Administration, California State University, Fullerton	Registered Civil Engineer, CA, **#34820**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Former President, City Engineer's Association of Orange

Orange County Transportation Authority (OCTA) Chairman, Technical Steering Committee and TAC

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: FULLERTON COMMUNITY CENTER PROJECT, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Donald was the PM for Civic Center Area Improvements with renovations & additions, parking & circulation & street improvements to Commonwealth Ave. The cost was $29M, with funding by Redevelopment Agency (RDA) and bond proceeds & included demolishing the Senior Center and Boys and Girls Club structures, constructing 48,000 sq. ft. multi- purpose Community Center, requiring new raised median island, a signalized mid-block pedestrian crossing, hardscape & landscape improvements, & traffic signals relocation. Integration of existing parking assets was needed (including St. Mary' s Catholic Church) and circulation routes. Improvements were also made on parking lot hardscapes.

b.

(1) TITLE AND LOCATION *(City and State)*: ST. COLLEGE BLVD. & RAYMOND AVE. GRADE SEPARATION, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Donald was the PM for this locally funded, OCTA oversight grade separation project on Raymond Ave. intersecting the Burlington Northern Santa Fe (BNSF) railroad for elimination of the at-grade railroad crossing on Raymond Ave., intended for greatly improving vehicular traffic flow due to the annual increase in train traffic. Coordination with the St. College Blvd. Grade Separation project was met successfully. Work involved storm drain & utility relocations. Shoring review for the BNSF railroad bridge & temporary bypass road for Raymond Ave. was completed. Weekly collaboration and coordination with simultaneously on-going OCTA projects was essential.

c.

(1) TITLE AND LOCATION *(City and State)*: COMMONWEALTH AVENUE STORM DRAIN INSTALLATION, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Donald was the PM to supervise installing a 30-in. storm drain under Commonwealth Ave. to be connected to an existing 48-in. storm drain in Highland Ave. Catch basins were installed at the north side of the Commonwealth Ave. and Malden intersection to reduce frequent intersection flooding. The project also included the reconstruction of curb, gutter, sidewalk, access ramps, and pavement at the northwest and northeast corners of Commonwealth Ave. and Malden Ave.

d.

(1) TITLE AND LOCATION *(City and State)*: HILLCREST PARK RESERVOIR RECONSTRUCTION, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Donald was the PM to replace the existing, deteriorated Hillcrest Reservoir & associated piping & removing the existing reservoir, a 5 million gallon capacity, and constructing a new reservoir having the same capacity, constructed at the same location as the existing tank, at a similar elevation. The new tank was buried beneath the ground. Also included the construction of an 18" inlet-outlet pipeline & 18" drain line leading from the reservoir through the park and south to Valley View Dr. Piping was also installed within the Valley View ROW.

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ed Fernandez	Construction Manager	42	6

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California Polytechnic University, Pomona	Professional Civil Engineer, CA #**66929** ICBO-Concrete Building Inspector, CA #**89482** ACI - Concrete Field Testing Technician

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL STREETS IMPROVEMENT - PHASE I, ANAHEIM, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: CAMPUS DRIVE REHABILITATION, FROM JAMBOREE ROAD TO MACARTHUR BOULEVARD, IRVINE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: ALTON PARKWAY LEFT TURN LANE PROJECT, IRVINE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: JEFFREY ROAD WIDENING PROJECT, IRVINE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jonathan Wu, PE, PMP, QSD	Project/Construction Manager	28	5

15. FIRM NAME AND LOCATION *(City and State)*
Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, University of Southern California (USC) **MS**: Civil Engineering, University of Southern California (USC)	Professional Civil Engineer, CA **#54747** Qualified SWPPP Developer, CA **#25128** Project Management Professional (PMP)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: ANNUAL SLURRY SEAL, STREET, CURB RAMP, & DRAINAGE IMPROVEMENTS, DIAMOND BAR, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: CIP STREET WIDENING, RR GRADE SEPARATIONS, EASEMENT, & UTILITY COORDINATION, PLACENTIA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: INTERIM CITY ENGINEER/PROJECT MANAGER/CONTRACT CITY TRAFFIC ENGINEER, EL MONTE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: SENIOR TRAFFIC ENGINEER, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: MORNING CANYON ROAD RECONSTRUCTION PROJECT, DIAMOND BAR, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ryan Dennis, PE Eng.	Project Engineer	16	8

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, University of Calgary, Canada **MINOR**: Environmental Engineering, University of Calgary	PE Eng: Registered Civil Engineer, Canada AutoCAD Certified Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: EUCLID ROADWAY & SEWER RECONSTRUCTION PROJECT, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: GREENSTONE PAVEMENT RECONSTRUCTION PROJECT, SANTA FE SPRINGS, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: NEWPORT BOULEVARD WIDENING IMPROVEMENTS PROJECT, COSTA MESA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECTS-AREAS 1, 2, & 4, DOWNEY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: MT. VERNON STORM DRAIN PROJECT, SAN BERNARDINO, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Dayton Lowe	Project Engineer	19	8

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
COURSE WORK: Construction Management, Technology and Civil Engineering, Broward College, FL	AutoCAD Certified Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

was Certified by Orange County Transportation Authority for Pavement Rehabilitation Evaluation and Recommendations

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: CITYWIDE ADA CURB RAMPS AND PATH OF TRAVEL PEDESTRIAN ACCESSIBILITY IMPROVEMENTS, LONG BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL STREET REHABILITATION & WATER MAIN REPLACEMENT PROJECT, LA HABRA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL PAVEMENT REHABILITATION PROJECT (AREA A & B), LA MIRADA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: SPRING STREET AT BELLFLOWER AND LAKEWOOD BLVD. INTERSECTION IMPROVEMENT, LONG BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David Loria	Project Engineer	14	1

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AS: 3D Computer Animation, Brooks College, Long Beach, CA	AutoCAD Certified Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional in Civil 3D, Revit, 3D Max, Recap, Topcon Scan Master Point Cloud & Leica Geosystems Cyclone Point Cloud.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: NEWPORT BOULEVARD IMPROVEMENTS & WIDENING, COSTA MESA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: BELLFLOWER COMPLETE STREETS PROJECT, BELLFLOWER, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECTS-AREAS 1, 2, & 4, DOWNEY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: LAKE FOREST DRIVE RESURFACING (BAKE PARKWAY TO I-5), LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: TRABUCO ROAD RESURFACING PROJECT (PEACHWOOD TO BAKE PARKWAY), LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Riley Moore, EIT	Project Engineer	3	2

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, California Polytechnic University, Pomona **AS**: Architectural Design, Orange Coast College	Engineer-In-Training, CA **#174122**

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Professional in AutoCAD, Civil 3D,MicroStation Revit, Bluebeam and HDL software.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: EUCLID ROADWAY & SEWER RECONSTRUCTION PROJECT, FULLERTON, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: MANHATTAN BEACH BOULEVARD AND SEPULVEDA BOULEVARD WIDENING, MANHATTAN BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: CITYWIDE ADA CURB RAMPS AND PATH OF TRAVEL PEDESTRIAN ACCESSIBILITY IMPROVEMENTS, LONG BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: RESIDENTIAL STREETS PAVEMENT REHABILITATION PROJECT, AREAS 1, 2 & 4, DOWNEY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: TRABUCO ROAD RESURFACING PROJECT (PEACHWOOD TO BAKE PARKWAY), LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Nguyen	Construction Inspector	32	6

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AA: Industrial Technology, California Polytechnic University, Pomona	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

60 Units in Mechanical Engineering at California Polytechnic University, Pomona
16 Years providing Construction Inspection for the County of Orange

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: STREET & SLURRY SEAL REHABILITATION - PHASE III LAGUNA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: ADA ACCESSIBILITY ASSESSMENT PROJECT, DIAMONG BAR, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: ASPHALT OVERLAY RESURFACING OF VARIOUS STREETS - PHASES I, II, III, & IV, COUNTY OF ORANGE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: AREA 6 RESIDENTIAL & COLLECTOR STREET SLURRY SEAL OVERLAY & REHABILITATION, DIAMOND BAR, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: ROSECRANS AVENUE IMPROVEMENT PROJECT, MANHATTAN BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Joe Zamarripa	Construction Inspector	30	4

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Certified as a Public Works Construction Inspector, Santiago Canyon College	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: NEIGHBORHOOD SLURRY SEAL, AREAS I & II (CIP NO, 2019-03 & 2020-03), LA MIRADA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: COLLECTOR STREET SLURRY SEAL-CIP NO. 2018-09, LA MIRADA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: ANNUAL STREET REHABILITATION & SLURRY SEAL, IRVINE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: FY 19/20-55 UNIQUE ADA ACCESS RAMPS DESIGNS, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: LOCAL STREETS REHABILITATION PROJECT, NORWALK, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Valle, QSP, CISEC	Construction Inspector	30	3

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Extensive Courses in Mathematics and Public Works	Qualified SWPPP Practitioner, #26670 Certified Inspector for Sediment & Erosion Control #2075

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Cal OSHA Confined Space: Construction Safety & Health

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: SANTIAGO CANYON ROADWAY IMPROVEMENTS, LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✔ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: LOCAL STREETS REHABILITATION CONCRETE IMPROVEMENTS ZONE 32, NORWALK, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✔ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: NEIGHBORHOOD PARK RENOVATIONS - CHERRY PARK PROJECT - PW 2017-17C, LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✔ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: MIDWAY CITY ASPHALT CONCRETE PAVEMENT OVERLAY PROJECT, MIDWAY, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: LADERA RANCH STREET IMPROVEMENT PROJECT, LADERA RANCH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Chris Boren	Construction Inspector	16	6

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	Levels I and II Public Works Inspector

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Experience in Federally Funded and California State Caltrans Projects

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: UPGRADE LEFT TURN PHASES FLASHING YELLOW ARROW SIGNAL - 7 LOCATIONS, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: VINEYARD AVENUE AT SAN BERNARDINO ROAD TRAFFIC SIGNAL MODIFICATION, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: RAMONA AVENUE STORM DRAIN & PAVEMENT REHABILITATION PROJECT, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: 19TH ST. HELLMAN AVE. PAVEMENT REHABILITATION, RANCHO CUCAMONGA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: BRISTOW PARK NEIGHBORHOOD REHABILITATION, COMMERCE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Carlos Lopez	Construction Inspector	38	4

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
AA: Civil Engineering Technology, LA College	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Experience in Utility Relocation Drainage and Flood Control Inspection

4 Years as a Supervising Construction Inspector and 19 Years as a Senior Construction Inspector for the County of Orange

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: LINCOLN BLVD. REPAVING PROJECT - FEDERAL GRANT, SANTA MONICA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: PALOS VERDES BOULEVARD REHABILITATION, I-121, TORRANCE CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: WILDCAT WAY REHABILITATION PROJECT BREA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: HARBOR BOULEVARD & ADAMS AVENUE IMPROVEMENT PROJECT, COSTA MESA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: ATLANTIC BOULEVARD & FIRESTONE AVENUE REHABILITATION PROJECT, SOUTH GATE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tim Stanley	Construction Inspector	32	5

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Course Work in Public Works Inspection, Business Administration and Computer Technology.	Caltrans Certified: CTM-375: AC Pavement In-Place Density CTM-201: Sample Preparation CTM-539: Concrete Sampling CTM-533: Ball Penetration

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: INGLEWOOD AVENUE & FLAGLER LANE RESURFACING, REDONDO BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: ADA ACCESSIBILITY RAMPS - PHASE III (CDBG FUNDED), PLACENTIA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: ARROW HIGHWAY & LONE HILL AVENUE IMPROVEMENT PROJECT, SAN DIMAS, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: ANTONIO PARKWAY WIDENING, COUNTY OF ORANGE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: CRENSHAW BLVD. RECONSTRUCTION & LOMITA BLVD. RESURFACING PROJECT, LOMITA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Luera	Construction Inspector	16	2

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Course Work in Public Works Plan Interpretation and Estimating, Citrus College	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Experience in Regulations and Codes in the County of Orange and the County of Los Angeles, Multiple Cities as well as Municipalities.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: COWAN HEIGHTS PCC & AC REMEDIAL REPAIR PROJECT, COUNTY OF ORANGE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: LA SEDA PAVEMENT SLURRY SEAL/SCRUB-PHASE I & II, COUNTY OF LOS ANGELES, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: OCEAN VIEW CHANNEL REHABILITATION PROJECT, COUNTY OF ORANGE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: LIBERTY VILLAGE NEIGHBORHOOD & MARINE AVENUE PAVEMENT REHABILITATION, MANHATTAN BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: AVENIDA BARBOSA & BUENA VISTA STREET RESURFACING PROJECT - P-1026, IRWINDALE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Rashid Syed	Construction Inspector	35	8

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Civil Engineering, Hyderabad Polytechnic Institute **BA**: Public Administration, California State University, Long Beach, CA **MPA**: Public Administration, California State University, Long Beach, CA	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: STREET & SLURRY SEAL REHABILITATION - PHASE II, LAGUNA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: ARTESIA BLVD. RECONSTRUCTION - PHASE I, CERRITOS, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: CARMENITA ROAD RECONSTRUCTION - PHASE I, CERRITOS, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: 190TH STREET RECONSTRUCTION, CERRITOS, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT, TORRANCE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Charles Stagner	Construction Inspector	42	.5

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
	BMP Certified (Best Management Practices) **OSHA** Certified: Competent Person's and Confined Space

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Prior Experience with: Bannaoun Engineering, Inc., Chatsworth, California / Uhler Construction, Lake Forest, California / Alliance Street Works, Anaheim, California / Civil-Source (now NV5), Irvine, California / Interwest Group, Huntington Beach, California

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: GRADING, PAVING & UTILITY RELOCATION PROJECTS, CHATSWORTH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: UNDERGROUND UTILITY INSTALLATION AND PS&E, ANAHEIM, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: WASTE WATER CONCRETE, PIPING AND AERATION SYSTEMS PROJECTS, LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*: MOULTON NIGUEL WATER & IRVINE RANCH WATER PROJECTS, LAKE FOREST, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*: EAST 19TH ST. SAFE ROUTE TO SCHOOL PROJECT-FROM CHURCH ST. TO IRVINE AVE., COSTA MESA, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Muhammad Ataya, MPA	Construction Inspector	14	14

15. FIRM NAME AND LOCATION *(City and State)*

Onward Engineering, Anaheim, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS: Political Science, California State University, Long Beach **MPA**: Public Administration, California State University, Long Beach	Certified in Construction Management, University of California, Los Angeles

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: NEIGHBORHOOD RESIDENTIAL STREETS IMPROVEMENT PROJECT - PHASE I, ANAHEIM, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

b.

(1) TITLE AND LOCATION *(City and State)*: STREET & SLURRY SEAL REHABILITATION PROJECT - PHASES I, II & III, LAGUNA BEACH, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

c.

(1) TITLE AND LOCATION *(City and State)*: ATLANTIC AVENUE & FIRESTONE BOULEVARD INTERSECTION WIDENING, SOUTH GATE, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ✓ | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

REFER TO ATTACHED DOCUMENT

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Arroyo Drive Improvement Project, Montebello, CA	2021-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Montebello	Albert Mendoza, PE	(323) 887-1200 x469

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided turnkey construction management and inspection services to the City of Montebello. The project limits are on Arroyo Drive from Astra Drive to Glen Avenue. This project includes pavement rehabilitation (2"-3" grind and overlay), ADA ramp, curb and gutter, and driveway repairs, storm drain improvements, and associated improvements. The budget for this project is $1,239,085 made up of STPL Funds ($1,063,000) Measure R ($146,045) and Prop C ($30,040) funds, and full compliance with all applicable requirements was essential. The project limits on the north side are adjacent to the back-lot of St. Joseph's Salesian Youth Retreat Center and Don Bosco Technical Institute. Coordination for parking access was vital. The Astra Drive neighborhood (cul-de-sac) and Potrero Heights Park and Community & Senior Center at the west end of the project limits also required coordination, since the parking lot and residential neighborhoods can only be accessed from Arroyo Drive.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Downtown Pedestrian Improvement Project - T-115, Torrance, CA.	2018-2019	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Torrance	Beth Overstreet	(310) 618-3074

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Management and Inspection to the City of Torrance. The project seeks to provide a more attractive pedestrian environment along Cravens Avenue from Carson Street to Torrance Boulevard. The work encompassed construction of uniform, spacious, and ADA-compliant sidewalks, new decorative LED street lights, improved landscaping, roadway pavement rehabilitation, new curb and gutter, benches, bike racks, and pedestrian signage. The water mainline located under the sidewalk was relocated under the roadway to provide improved access for future repair work. The work also included replacement of the sidewalk, curb and gutter, and curb ramps; roadway repair; and replacement of traffic signs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*: Street & Slurry Seal Rehabilitation, Phases I, II, & III, Laguna Beach, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017-2020	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Laguna Beach	Mark Trestik	(949) 497-0300

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided full Construction Management and Inspection Services for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downCity (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA.	Topographic Survey
b.	NoorzayGeo	Riverside, CA.	Geotechnical Investigation Lab & Materials Testing
c.	C Below	Chino, CA	Potholing
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*: Rosecrans Avenue Resurfacing Project, Manhattan Beach, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020-2021	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Manhattan Beach	Prem Kumar	(310) 802-5300

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided the City of Manhattan Beach with Inspection services on the Rosecrans Avenue Improvement Project. The limits of the project was on the major arterial of Rosecrans Avenue, from Aviation Boulevard to Village Drive. This segment of roadway is approximately 4,200 linear feet, and the roadway condition varied, with rutting, blocking, and alligator cracking found throughout. Rosecrans Avenue sees heavy daily traffic volume, and it is an important thoroughfare in the City, so it had a high-profile identify. The project entailed cold milling and rubberized asphalt concrete overlay, installation of Tensar GlasPave50, double adjustment of manholes, pavement marking/striping, installation of traffic loops, multiple commercial driveway upgrades, and access ramp upgrades at 8 locations. All eastbound lanes including the left turn pockets of Rosecrans Avenue from Aviation Boulevard to Village Drive were part of the project limits. Construction work was performed at night, adding another level of complexity.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
7-Year Annual Residential Rehabilitation Project, Diamond Bar, CA	2010-2018	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Diamond Bar	Kimberly Molina Young (now in Fontana)	(909) 350-7632

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Management and inspection services to the City of Diamond Bar on their annual arterial and residential roadway maintenance projects for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts. The City awarded us an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded us yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets ($908 K), 2011: 19 miles of arterial & residential streets ($1.8 M), 2012: 10 miles of arterial & residential streets ($1.1 M), 2013: 13 miles of arterial & residential streets ($1.3 M), 2014: 14.5 miles of residential, arterial & collector streets ($1.8 M), 2015: 14 miles of residential, arterial & collector streets ($1.75 M) and 2016/2017: 16.6 miles of residential and collector streets ($1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to freeway proximity, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA	Topographic Survey & Mapping
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Inglewood Avenue & Flagler Lane Resurfacing, Redondo Beach, CA	2020-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Redondo Beach	Daniel Gruezo	(310) 318-0661 x2279

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Inspection services to the City of Redondo Beach on the Inglewood Avenue and Flagler Lane Resurfacing Projects. The project limits are on Inglewood Avenue between Grant Avenue and 190th Street (3,800 linear feet) and on Flagler Lane from 190th Street to Beryl Street (1,060 linear feet) adjacent to the Dominguez Park and Redondo Beach Dog Park. The project includes asphalt and concrete removals, street resurfacing, driveway and alley approaches, cross gutter and spandrel construction, ADA curb ramp construction, utility adjustment, cross gutter replacement, slot paving, signing and striping, tree removal and installation, seal coating, traffic loop detector installation, and other items per plans and specifications.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA	Topographic Survey & Mapping
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*: The Tracks at Brea Trail Project, Brea, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016-2017	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Brea	Raymond Contreras	(714) 990-7763

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided engineering, constructibility review, inspection, and public outreach services to the City of Brea on this landmark project. What was once a railroad and train depot, was constructed into a 50-acre linear park across four miles. “The Tracks” features a two-way bike trail, with a separate pedestrian path, nine fitness stations, two bike repair stations, seating areas with shade structures, benches, drinking fountains, restrooms, along with interpretive signs along the trail that offer information and photographs on the area’s history, butterfly gardens and low water landscaping. The trail extends across 6 different segments - Segment 1 was 0.6 miles long, winding through Arovista Park, crossing Imperial Highway, and heading north and traveling through the flood control channel west of downCity; Segment 2 was 0.3 miles, traveling east to Brea Boulevard; Segment 3 was 0.8 miles long, extending from Brea Boulevard and angling southeast to State College Boulevard; Segment 4 was 0.7 miles, running from State College under the 57 freeway and east to Birch Hills golf Course entrance; Segment 5 was 0.6 miles, winding through the golf course to Kramer Boulevard; and Segment 6 was 0.9 miles, running from Kramer Boulevard to the La Floresta perimeter trail.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*: Neighborhood Park Renovations - Cherry Park, Lake Forest, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lake Forest	Taylor Abernathy	(949) 461-3490

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing Construction Management and inspection services to the City of Lake Forest on this neighborhood park located on Cherry Avenue, bound by Jeronimo Road to the west, Trabuco Road to the east, Los Alisos Boulevard to the south, and El Toro Road to the north. The work entails grading, landscaping, irrigation, site furnishings, a redesigned play area with resilient surfacing, new playground equipment, and a new shade structure.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Street Improvements - Various Locations (CIP 186 & 190) Hermosa Beach, CA.	2021-2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Hermosa Beach	Michelle Licata	(310) 318-0214

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Management and Inspection services for Street Improvements at Various Locations through out the City of Hermosa Beach. The purpose of the project was to restore the surface integrity of the streets, improve the ride quality and safety, as well as mitigate any potential hazards by means of pavement resurfacing. The project included 5,135 feet of full depth street repairs, 3,186 tons of grind and overlay rehabilitation, and 38 ADA Ramp upgrades, along with various sidewalk repairs. OE also provided the City with community coordination by means of establishing public accessable online web maps to inform and update the public on the project, as well a the distribution of public notifications.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*: Neighborhood & Residential Streets Improvements, Phases I & II, Anaheim, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016-2019	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Anaheim	Lorenzo Rea	(714) 765-6893

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Management and Inspection Services for the City of Anaheim on this project which encompassed street improvements on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, and mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, cross gutters and concrete aprons, pavement markings, signage and driveway approaches. The project scope of work for Phase I, as split into thirteen neighborhood areas, included: Athena-Omega involving 191,416 sf of asphalt reconstruction & 63,422 sf of slurry seal; Biscanye including 109,760 sf of asphalt reconstruction & 110,483 sf of slurry seal; Devonshire with 245,498 sf of asphalt reconstruction; Jerillee Lane entailing 312,892 sf of asphalt reconstruction & 63,422 sf of slurry seal; Key Lane/Westchester including 933,402 sf of asphalt reconstruction & 664,515 sf of slurry seal; La Reina involving 554,186 sf of asphalt reconstruction; Rowland with 48,714 sf of asphalt-reconstruction & pavement resurfacing; West-Westmont Drive involving 1,795,739 sf of slurry seal & 756,645 sf of asphalt reconstruction; Tanglewood included 339,901 sf of asphalt reconstruction, 358,598 sf of slurry seal, & 18,255 sf of sidewalk improvements. In addition, 65 new trees and 30 tree removals were made for the interest of this neighborhood; Rio Bravo with 306,997 sf of asphalt reconstruction, 294,712 sf of slurry seal, 14,029 sf of sidewalk improvements, & 51 new trees with 24 removals; Academy/Bel Air involving 263,302 sf of asphalt reconstruction, 201,012 sf of slurry seal, 4,256 sf of sidewalk, & 30 new trees with 6 removed; Gaymont/Elm Lawn entailed 397,521 sf of asphalt reconstruction, 201,012 sf of slurry seal; 12,842 sf of sidewalk, 3,187 lf of curb/gutter, & 71 new trees with 15 removals; Greenleaf-Hampton with 1,073,430 sf. of reconstruction, 494 tree trimmings, 15 removals & 75 new trees. The project scope of work for Phase II, as split into three neighborhood areas, included: Kings Court Neighborhood involving 1.1 million sf of grind/cap & 1.1 million sf of slurry seal; Velare Neighborhood with 260,677 sf of grind/cap & 327,499 sf of slurry seal; Sabina involving 152,605 sf of grind/cap & 185,494 sf of slurry seal. Coordinating with the local residents was essential on these projects.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA.	Topographic Survey
b.	C Below	Chino, CA	Potholing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	11

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Alondra Boulevard Traffic Signal & Roadway Improvements, La Habra, CA.	2021	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of La Habra	Eric Villagracia	(562) 902-2373

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided inspection services to the City of La Mirada on this project which covered nearly 1.75 miles of roadway on Alondra Boulevard between Valley View Drive and Mottley Drive. The work entailed traffic signal installations and upgrades, AC pavement reconstruction, cold milling, asphalt rubber hot mix overlay, Type 2 slurry seal, removal and replacement of damaged curb, gutter, cross gutter, sidewalk and curb ramps. Construction will also include adjustment of manholes and water valves, traffic signing, striping, markings, and raised pavement markers.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 12

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
N. Concourse Avenue Street Improvement Project, Montebello, CA.	2021	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Montebello	Albert Mendoza, PE	(323) 887-1200 x469

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing construction inspection services on the N. Concourse Avenue Street Improvement Project for the City of Montebello. The project limits are on N. Concourse Avenue from W. Madison Avenue to W. Beverly Boulevard. The work entailed a grind and ARHM overlay, and concrete improvements including gutter, driveway approaches, curb ramps, and sidewalk segments within the project limits.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 13

21. TITLE AND LOCATION *(City and State)*: Various Streets Improvement (CIP No. 881), Montebello, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Montebello	Albert Mendoza, PE	(323) 887-1200 x469

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided construction inspection services to the City of Montebello on this project. There are five street segments included in this project. These five segments are (1) Minson Way, from Sycamore Street to the Cul-Du-Sac; (2) Allston Street, from W. City Limit to W. Olympic Boulevard; (3) Medford Street, from Allston Street to 18th Street; (4) Millis Street, from Kensington Way to Medford Street; and (5) Kensington Way, from Olympic Boulevard to Allston Street. The work included variable grind and ARHM overlay, full reconstruction for heavily deteriorated areas, construction of a concrete alley intersection, and PCC improvements covering cross gutters, sidewalk, curb and gutter, driveway approaches, curb ramps, and brick pavers.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 14

21. TITLE AND LOCATION *(City and State)*: Phase 3 Local Streets Rehabilitation (Zone 24, 27, & 32), Norwalk, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Norwalk	Raymond Velasco	(562) 929-5723

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Construction Management and inspection services to the City of Norwalk on the 3rd Stage of Construction of the Local Streets Rehabilitation Paving Improvements. The work included three separate City projects (No. 7924-Zone 24. No. 7925-Zone 25, and No. 7926-Zone 32). Stage 1 of this project included concrete improvements, and OE provided CM and Inspection services for Zone 32 of that phase. Stage 3 included a variety of pavement rehabilitation methods including full-depth repair, grind and overlay, and slurry seal for Zones 24, 27, and 32. Twenty-one streets with a total of 3.6 centerline miles were included as part of this project. These limits were within the two blocks of Highdale Street between Elaine Avenue and Ibex Avenue which had a PCI rated less than 25 (very poor). The streets were also adjacent to Edmondson Elementary School, requiring careful coordination with the school. The replacement of the deteriorated pavement and accessibility ramps was important to improving the safety of the school zone and extending the useful life of the streets. The rehabilitation work involved street repaving which included curb and gutter repairs, slotted cross gutter replacements and pedestrian accessibility ramps at intersection corners to meet current standards.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 15

21. TITLE AND LOCATION *(City and State)*: Residential Streets Rehabilitation, Zone 19, Phase II, Norwalk, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2022-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Norwalk	Raymond Velasco	(562) 929-5723

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing Construction Management services on phase 2 for the City of Norwalk's Local Residential Streets Rehabilitation, Zone 19 Project. The pavement management zone limits are bound by Stranstead Avenue to the west, Priscila Street to the north, Shoemaker Avenue to the east, and Rosecrans Avenue to the south, containing approximately 37,500 linear feet (7.1 miles) of local road surface slated for rehabilitation. The project is split into two phases: Phase A for concrete work, and Phase B for asphalt work, with the objective of improving the PCI for residential streets, extending the useful roadway life to at least 20 years, improving drainage, upgrading to safer and easier ride quality streets with greater pedestrian access, minimizing future maintenance costs and enhancing aesthetics. The scope called for the development of PS&E to include a total of 94 ADA curb ramps and 8 slotted cross gutters, along with driveway apron construction, utility appurtenance adjustments and relocation, and signing and striping replacement. OE is also utilizing a state-of-the-art high-speed 3D point cloud laser scanner to conduct surveys of approximately 60 existing centerline monuments for preservation.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA	Topographic Survey
b.	NoorzayGeo	Riverside, CA.	Geotechnical Investigation Lab & Materials Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 16

21. TITLE AND LOCATION *(City and State)*: Citywide ADA Curb Ramps & Path of Travel Pedestrian Accessibility Improvement Project, Long Beach, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	Keith Hoey, PE	(562) 570-6586

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing Design Engineering services to the City of Long Beach involving Citywide ADA Curb Ramps and Path of Travel Pedestrian Accessibility Improvements. The objective of the project is to design and construct at least 20,000 new ADA compliant curb ramps over the next 20 years in accordance with current State and Federal accessibility codes and standards. The project is to complete 1,000 of those ramps deemed most critical for accessibility. OE's team utilizes AutoCAD Civil 3D on 3D surfaces for the designs in compliance with the Long Beach Standard Plan No. 122 in order to satisfy the maximum allowable slopes dictated in the most current version of Caltrans Standard Plan A88A, and has had to consider other accessibility standards due to occasional unavailability of a suitable ramp case and type. The project work entails the preparation of detailed individual curb ramp construction plans with the inclusion of horizontal geometrics, design elevations and dimensions, and utility appurtenance adjustments and relocations, along with concrete infrastructure such as curb, gutter, cross-gutters, and sidewalk. The necessary reconstruction is incorporated in order to accommodate the new curb ramps, meet accessibility requirements, and maintain drainage. Additional design elements have also required consideration, which involve constructing 32"x54" size flat landings next to each pedestrian push-button at signalized intersections and installing guardrails where retaining curbs adjoin walkable hard surfaces. Due to the large volume of ramps reconstructed each year, small batches of design details and construction of the ramps are being provided to the City at regular intervals through out a continuous process, with City submittals made on a monthly basis at a scaled frequency and quality.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA	Topographic Survey
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 17

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Residential Streets Pavement Rehabilitation, Areas 1, 2 and 4, Downey, CA.	2021-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Downey	Delfino R. Consunji, PE	(562) 904-7102

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided the City of Downey with engineering design services for the Residential Streets Pavement Rehabilitation Project for Areas 1, 2, and 4. The main objective was to improve the PCI of the area residential street segments in order to extend the street service life, improve safety, minimize costs and maintenance needs, and enhance aesthetics. In order to accurately develop a scope of work and fees for the design services, OE conducted a detailed field evaluation, a thorough review of the City's Pavement Management Plan, and approximated the costs for the construction activities to develop a final list of residential street segments. OE was then able to determine the quantity of streets that could be incorporated into the engineering design, which rehabilitation method to use and which method could be feasibly rehabilitated while adhering to the City's available budget, along with providing recommendations and estimates. Upon approval by the City, the team then began to prepare separate PS&E packages for each of the 3 zone areas. The resulting work required a total of 7, 500 feet of new and reconstructed curb, gutter and sidewalk along 21 residential street segments, with roadway improvements stretching .18 mile in Zone 1, 1.003 miles in Zone 2, and .22 mile in Zone 3. On a number of segments OE used straight grade between tie-in points at adjacent segments to maximized drainage slopes. A total of 164 Curb Ramps were reconstructed to meet ADA compliance along with 85 total driveways, in addition to street widening and single-sided street parking construction. Collaboration with Caltrans, LA County Flood Control District and Union Pacific Rail Road was also performed in order to acquire permit acquisitions on the segments.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA	Topographic Survey
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	18

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ADA Access Ramp Improvements, Phases 13 through 17, Lake Forest, CA.	2022-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lake Forest	Dennis Jue	(949) 461-3488

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing engineering design services for the City of Lake Forest on phases 13-17 of this project, which was funded through the Community Development Block Grant. The goal of the project is to re-design existing access ramps to meet compliance with the ADA State of California Building Code, Title 24 Standards along with County of Orange Standard Plans, requiring a full cultural resources study and report of California Historical Resources, a Sacred Lands search, a Reconnaissance Report, and a pedestrian field survey of the project area. This 5 phase project requires a total of 113 ramp designs, reconstruction and replacement for a period of 3.5 years. The ramps components includes landing widths, side flares, and landing/running/counter and sidewalk cross slopes. Adjacent sidewalk, curb and gutter replacements are made as necessary to accommodate the new ramps.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 19

21. TITLE AND LOCATION *(City and State)*: Euclid Roadway & Sewer Reconstruction Project, Fullerton, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019-2020	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Fullerton	David Grantham, PE	(714) 738-6853

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

For the City of Fullerton, OE provided Design Engineering services on the Euclid Roadway and Sewer Reconstruction Project, from Williamson to Fern. The project consisted of reconstructing or resurfacing approximately 3,700 linear feet of arterial streets between Fern Drive and Williamson Avenue and replacing approximately 1,700 feet of sewer mains between Malvern Avenue and Commonwealth Avenue. The project also included reconstructing 9 ADA ramps to bring them up to the most current ADA standards. The sewer work included removing the existing 10-inch VCP and replacing it with new 12-inch VCP pipe between Commonwealth and Malvern and removing and replacing sewer north of Malvern to the end of the street project limits at Fern without upsizing. The worked also included removing the manholes at the center of the Euclid Street/Chapman Avenue intersection and establishing a new connection point approximately 50 feet to the east along Chapman Avenue as well as reconstructing the double barrel siphon and adjusting invert elevations to achieve a suitable slope. The design utilized a trenchless method to install the siphon beneath the OCPW Brea Creek Channel. Additional tasks included adjusting manhole elevations and reconnected service laterals, constructing new curb and gutter where gutter is absent, constructing ADA compliant curb ramps, and repairing curb, gutter, cross gutters, sidewalks and driveways where required. The City utilized SB1 funds for the road rehabilitation and local funds for the sewer improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	C Below	Chino, CA.	Potholing
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 20

21. TITLE AND LOCATION *(City and State)*: Trabuco Road Resurfacing Project, Lake Forest, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lake Forest	Dennis Jue	(949) 461-3488

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE was awarded this project to prepare full design Plans, Specifications and Estimates (PS&E) to the City of Lake Forest on the Trabuco Road Resurfacing Project for road resurfacing on Trabuco Road, between Peachwood Parkway and Bake Parkway. The work required the construction of 11 ADA ramps and 2 ADA driveways in total, median curb height construction, along with curb gutter and sidewalk repairs, and signing and striping replacement. The main objective is to improve the PCI for Trabuco Road following our team's professional assessment of the existing pavement conditions in order to extend the useful service life of the streets, improve safety by upgrading to safer streets with better ride quality and pedestrian access, minimize future maintenance needs and costs, and enhance aesthetics.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA.	Topographic Survey
b.	NoorzayGeo	Riverside, CA.	Geotechnical Investigation Lab & Materials Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 21

21. TITLE AND LOCATION *(City and State)*: Lake Forest Drive Resurfacing, from Bake Parkway to I-5 Freeway, Lake Forest, CA

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lake Forest	Dennis Jue	(949) 461-3488

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE was awarded this project to prepare full design PS&E located at Lake Forest Drive, between Bake Parkway and the I-5 freeway. The project design plans were to be phased in order for the construction to be distributed into three phases as funding permitted. Along the approximately 5.5 mile stretch of road within the project limits, the phases required the construction of 152 ADA ramps and 22 ADA driveways in total and 7,105 linear feet of median curb height construction, along with the construction of bus pads, curb gutter and sidewalk repairs, and signing and striping replacement. The main objective is to improve the PCI of the street segments following our team's professional assessment of the existing pavement conditions in order to extend the street service life, improve safety by upgrading to safer streets with better ride quality and pedestrian access, minimize future maintenance costs and enhance aesthetics. This project is funded through Measure M2, SB1 and Infrastructure Reserves Funds.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA.	Topographic Survey
b.	NoorzayGeo	Riverside, CA.	Geotechnical Investigation Lab & Materials Testing
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 22

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
W. Bennett Avenue, N. Westridge Avenue, N. Bender Avenue & N . Washington Avenue Cul-De-Sacs Project, Glendora, CA	2021-ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Glendora	Maliha Ansari	(626) 914-8294

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE is providing engineering design services for the City of Glendora. This includes the design of nearly 7,000 LF of new 8-inch ductile iron/C909 PVC water mains to improve flow, pressure and fire protection, along with 311,000 SF of streets requiring improvements. Other work includes a striping enhancement concept to incorporate marked class II bike lanes, repurposing crosswalk warning lights, reconstructing and replacing 16 ADA curb ramps for compliance, traffic signal inductive loop replacement, and water main appurtenance installation and replacement. A section of pipeline located at Bennett Avenue near Valencia Street passes beneath a storm drain, requiring directional drilling to facilitate new water main installation through the area. This was accompanied by assessments of fire hydrants, air and vacuum release valves, and water meters and services laterals.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	CL Surveying & Mapping	Corona, CA.	Topographic Survey
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 23

21. TITLE AND LOCATION *(City and State)*: Unique ADA Access Ramps Designs, Rancho Cucamonga, CA.

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017-2020	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Rancho Cucamonga	Romeo David, PE	(909) 477-2740 x4070

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

OE provided Design Engineering and Construction Inspection services to the City of Rancho Cucamonga for a consecutive 3 year period. These projects included approximately 292 total ADA ramps which required custom designs for each ramp. The FY 17/18 project included approximately 125 ADA ramps, with 43 additional ramps added by the City. The FY 18/19 project included approximately 112 ADA ramps, with 15 additional ramps added by the City. The FY 19/20 project includes approximately 55 ADA ramps. The ramp work on these projects were completed on an expedited schedule and with short turnaround times.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Majdi Ataya, PE	Project Manager	X	X	X	X	X	X	X	X	X	X
Justin Smeets	Project/Construction Manager	X	X	X	X	X	X	X	X	X	X
Ludy Smeets	Project/Construction Manager	X	X			X	X				
Donald Hoppe	Project/Construction Manager			X							
Jonathan Wu	Project/Construction Manager		X	X							
Ignacio Ochoa	Project/Construction Manager		X								
Ed Fernandez	Construction Manager	X		X							
Ryan Dennis	Project Engineer						X	X	X	X	X
Riley Moore	Project Engineer						X	X	X	X	X
Dayton Lowe	Project Engineer						X	X	X	X	X
David Loria	Project Engineer						X	X	X	X	X
Michael Nguyen	Construction Inspector		X		X						
Chris Boren	Construction Inspector				X						
Rashid Syed	Construction Inspector		X		X						
Joe Zamarripa	Construction Inspector			X							
Carlos Lopez	Construction Inspector	X				X					
Robert Valle	Construction Inspector										
Mark Luera	Construction Inspector		X		X						
Charles Stagner	Construction Inspector			X							
Tim Stanley	Construction Inspector	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	ARROYO DRIVE IMPROVEMENT PROJECT	6	PHASE 3 LOCAL STREETS REHABILITATION (ZONE 24, 27, & 32)
2	DOWNTOWN PEDESTRiAN IMPROVEMENT PROJECT - T-115	7	RRESIDENTIAL STREETS PAVEMENT REHABILITATION, AREAS 1, 2 & 4
3	STREET & SLURRY SEAL REHABILITATION - PHASES I, II, III	8	EUCLID ROADWAY & SEWER RECONSTRUCTION PROJECT
4	7-YEAR ANNUAL RESIDENTIAL ROADWAY REHABILITATION	9	TRABUCO ROAD RESURFACING PROJECT
5	INGLEWOOD AVENUE & FLAGLER LANE RESURFACING	10	FY 17-20-125 UNIQUE ADA ACCESS RAMPS DESIGNS

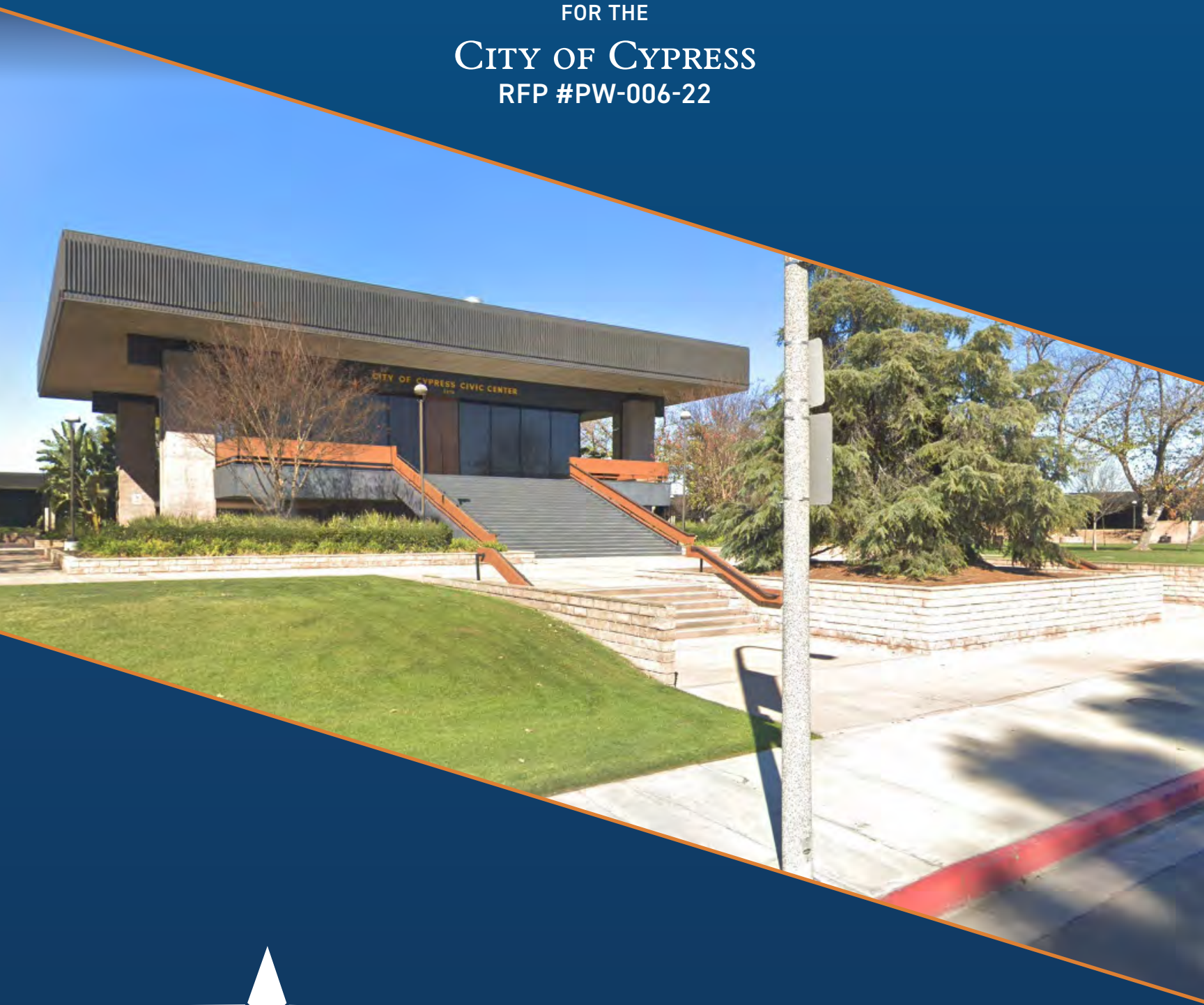
WORK PROPOSAL FOR: MAY 5, 2022

On-Call Construction Management/Engineering Support/Testing and Inspection Services

FOR THE

City of Cypress

RFP #PW-006-22



SOUTHSTAR ENGINEERING & CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com

May 5, 2022

City of Cypress
Mr. Nick Mangkalakiri
5275 Orange Avenue,
Cypress, CA 90630

RE: City of Cypress - REQUEST FOR PROPOSALS #PW-006-22 - On-Call Construction Management/Engineering Support/Testing & Inspection Services

Dear Mr. Mangkalakiri and Proposal Evaluation Team:

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Cypress for granting us the opportunity to submit this proposal. The Southstar team is prepared to work under the direction of the City's Public Works Staff to support the City's Capital Improvement Program.

Southstar Engineering is the team to deliver the quality, responsiveness, innovation and value that the City of Cypress expects. This proposal will demonstrate the turn-key benefits of working with a professional engineering and construction management team with unparalleled qualifications and experience, especially when it comes to our depth of knowledge regarding successful delivery of Public Works CIP projects in Southern California. We will deliver CIP projects for the City of Cypress on schedule and under budget.

Depth of Experience | For the past 15+ years, Southstar has provided top-notch CIP construction management services for a variety of municipalities throughout Southern California including the cities of **Rialto, Corona, Riverside, Murrieta, Temecula, Santa Fe Springs, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, and Indio.** The Southstar construction management team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects. Our strong working relationship with our clients and knowledge of how to deliver CIP projects has promoted a complete commitment to success and the development of mutual goals. As Principal-In-Charge/Contract Manager, I will be the main contact concerning this proposal, and have the authorization to commit to the contractual terms and conditions of this contract.

Engineering Trust Into Every Project

Southstar Engineering & Consulting, Inc.

DIR No: 100017294
EIN No: 20-5648626

Type of Business Entity:
S-Corporation/100% Employee-Owned

Year Founded:
2006

Years in Business: 15
Number of Employees: 25

Headquarters:
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
Phone: (951) 342-3120
Fax: (951) 342-3148
www.southstareng.com

Primary Contact:
Mr. Jason Bennecke, PE, MBA, PMP
Principal-in-Charge/Project Manager
Cell: (909) 556-8852
Email: jason@southstareng.com

References | Below are some of Southstar's excellent references on previous work:

AGENCY	CONTACT NAME	TITLE	PHONE NUMBER	EMAIL
City of La Quinta	Brian McKinney	Public Works Director/City Engineer	960.777.7045	bmckinney@laquinta.ca.gov
City of Palm Desert	Randy Bowman	Deputy Director of Public Works	760.776.6493	rbowman@cityofpalmdesert.org
RCTD	John Ashlock	Project Manager	909.815.3545	jashlock@rivco.org
RCTD	Hector Davila	Project Manager	909.677.8888	hedavila@rivo.org
RCTC	Marlin Feenstra	Project Delivery Director	951.453.5775	mfeenstra@rctc.org
SBCTA	Mike Barnum	Project Director	909.458.6642	mbarnum@gosbcta.com

The RFP is incorporated in its entirety as part of this proposal. Southstar will adhere to the provisions described in the RFP without modification. This proposal is considered firm for one hundred and twenty (120) days after the submitted date, or receipt of the last best and final offer submitted.

The Southstar team looks forward to working with the City of Cypress. Again, we appreciate the opportunity to submit our qualifications to you. If you have any questions, please feel free to contact me via the information in the blue sidebar above.

Sincerely,
Southstar Engineering & Consulting, Inc.

Jason Bennecke, PE, MBA, PMP
Principal-in-Charge/Program Manager/Principal Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

On-Call Construction Management/Engineering Support/Testing and Inspection Services - Cypress, CA

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
04/14/2022	PW-006-22

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Jason Bennecke - Executive Vice President

5. NAME OF FIRM

Southstar Engineering & Consulting, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
951-342-3120	951-342-3148	Jason@southstareng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Southstar Engineering & Consulting, Inc. ☐ CHECK IF BRANCH OFFICE	1945 Chicago Ave Unit C-2 Riverside, CA 92507	-Construction Management -Construction Inspection -Labor Compliance
b.			✓	David Evans & Associates, Inc. ☑ CHECK IF BRANCH OFFICE	4141 E. Inland Empire Blvd., Suite 250 Ontario, CA 91764	-Surveying
c.			✓	Ninyo & Moore ☑ CHECK IF BRANCH OFFICE	475 Goddard Suite 200 Irvine, CA 92618	-Materials Testing
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jason Bennecke, PE, MBA, PMP	Principal-in-Charge/Project Manager	30	14

15. FIRM NAME AND LOCATION *(City and State)*

Southstar Engineering & Consulting, Inc., Riverside, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MBA, Corporate Management, California State University, San Bernardino BS, Civil Engineering, California State Polytechnic University, Pomona	CA, Civil Engineer, No. 58808 CA General Building Contractor, #921267CA Real Estate Broker, License No. 01332170 Certified Project Management Professional, PMP No. 1443915

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Bennecke has 30 years of extensive civil engineering and management experience while working on large transportation projects in different capacities. As a full-time Project Manager at Caltrans District 8 from 2008-2014, he was responsible for successfully delivering and maintaining a project portfolio worth over $500 million, mostly interchange reconstruction projects in various stages of PA/ED, PS&E, and Construction. He successfully guided ten (10) separate interchange projects in Riverside County through the project development and construction phases. His practical design experience includes design of roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and structural work. He has broad experience in project coordination with local agencies, funding partners, Local Assistance, Caltrans, utility companies, cities, state agencies, and private property owners.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-15/Cajalco Interchange Caltrans EA 0J610, Corona, CA	2020	2017-2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. Mr. Bennecke was responsible for guiding this $50 million interchange reconstruction project to successful PA/ED in the summer of 2009. Extensive negotiations were necessary among RCTC, Caltrans environmental/design staff, the City of Corona, and FHWA. The Modified Access Report was ultimately approved in 2010 by FHWA after careful planning, strategizing, and negotiating with FHWA. During construction, Mr. Bennecke was responsible for guiding this project which has reconstructed the interchange located on Interstate 15 (I-15) at Cajalco Road from Temescal Canyon Road to Bedford Canyon Road. This included the widening of Cajalco Road from a two-lane bridge to a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the bridge included a striped median, outside shoulders and a sidewalk on the southern side. Mr. Bennecke was able to successfully deliver this project despite its external challenges such as local mountain fires. Nonetheless, the project was still delivered ahead of schedule saving the City of Corona unnecessary costs.

Cost: $50 million | Performance Period: 10/2008 – 03/2020

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
SR-60/Potrero Interchange, Caltrans EA 34140, Beaumont, CA	2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☒ Check if project performed with current firm

Project Manager. The proposed Potrero Interchange in the City of Beaumont was a new interchange. Mr. Bennecke has been involved since 2008 in helping the City wade through the monumental task of obtaining environmental approval (PA/ED) of the IS/EA CEQA/NEPA documents in January 2013. The City faced strong resistance from Caltrans Environmental staff in obtaining final approvals for the Community Impact Analysis (CIA) and the Noise Abatement Study. This project has federal funds programmed for construction and the City has been hit hard by the recession. The project was split into two phases: 1) construct a 6-lane overcrossing with paved/landscaped median, and 2) construct 6-ramps to connect to SR-60. Complicating the matter is the fact that this section of SR-60 is designated as an expressway for access control (there are two at-grade intersections), even though east and west of the project location are both designated full freeway. Mr. Bennecke assisted the City in promoting an "interim" Caltrans project to help mitigate potential future accidents and claims, which is not common at Caltrans.

Cost: $55 million | Performance Period: 04/2008-11/2014

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
c.	SR-60/Moreno Beach & Nason Interchanges, Caltrans EA's 32300, 32301, 32302, and 32303, Moreno Valley, CA	PROFESSIONAL SERVICES 2014	CONSTRUCTION *(if applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Project Manager. In his capacity as Caltrans Project Manager, Mr. Bennecke was instrumental in coordinating the successful delivery through the PA/ED, PS&E, and Construction phases for the various projects associated with these two interchanges. Mr. Bennecke assisted the Moreno Valley Project Manager, Ms. Margery Lazarus, when critical funding and construction issues arose. Scope of work for Nason was a complete interchange reconstruction, with a new overcrossing and four new ramp alignments, landscaping, utility relocation, and more. Scope of work at Moreno Beach included new ramp alignments for the EB direction. Cost: $11 million | Performance Period: 09/2008 – 01/2014		

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
d.	I-15/Clinton Keith Road Interchange Caltrans EA 0F580, Murrieta, CA	PROFESSIONAL SERVICES 2013	CONSTRUCTION *(if applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Project Manager. The County of Riverside proposed the reconstruction of the existing Clinton Keith interchange on I-15. The County acted as the lead agency for the project, which obtained the PA/ED milestone in December 2009 after overcoming many environmental related issues. The designated Project Manager, Mr. Bennecke, has worked with the project from the July 2008 approval of the Geometric Approval Drawings to the present completion of construction phase work. His work also included supervision of the risk design of the PS&E.The purpose of this $22 million project was to accommodate increased traffic, reduce traffic congestion, improve traffic safety, improve reliability of goods movement, and reduce people/goods movement conflicts, provide claims support and scheduling using CPM. The Construction phase of work (approximately $13.5 million) began in February 2012 and was completed in spring of 2013. The scope of work involved interchange improvements in the County of Riverside. The existing overcrossing was widened to 8-lanes total. Ramps of the existing tight-diamond configuration interchange were widened, and auxiliary lanes were constructed. The ramps were built with 40-year Joint Portland Cement Concrete Pavement. Cost: $22 million | Performance Period: 07/2008 – 04/2013		

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
e.	Caltrans District 8 - On Call Project Management	PROFESSIONAL SERVICES 2014	CONSTRUCTION *(if applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	
	Project Manager. Mr. Bennecke was responsible for maintaining project portfolio of 15 separate in-house and oversight transportation improvements totaling more than $500 million in an effort to successfully deliver high quality projects on time and within budget. Highlights include successful delivery of ARRA-funded Bob Hope/Ramon Rd I/C project on I-10 in Coachella Valley, the Valley Way I/C reconstruction project on SR-60, completion of PA/ED for the Cajalco I/C reconstruction project on I-15, completion of PA/ED of the Clinton Keith I/C reconstruction project on I-15 in Wildomar, completion of PS&E approval for Nason improvement projects on SR-60 in Moreno Valley, and completion of the PS&E approval for the California Oaks interchange reconstruction project in City of Murrieta. Cost: $500 million | Performance Period: 01/2008 – 12/2014		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Amr Abuelhassan, PE, QSD	Resident Engineer	33	13

15. FIRM NAME AND LOCATION *(City and State)*

Southstar Engineering & Consulting, Inc., Riverside, CA

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Civil Engineering, California State University, Fullerton, 1997 BS, Civil Engineering, California State Polytechnic University, Pomona, 1991	CA, Civil Engineer, No. C57817 Qualified SWPPP Practitioner (QSP) No.23428

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Abuelhassan has over 30 years of experience in project management, construction management, and civil engineering. His extensive construction management and administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. Mr. Abuelhassan's experience includes working for Caltrans District 8 delivering projects on various routes within the District as a Project Manager and as a Resident Engineer. His experience also includes working for the County of San Bernardino Department of Public Works as a Resident Engineer where he performed the duties of construction manager on several successful projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-15/Cajalco Interchange Improvements Project, Corona, CA	2017 – 2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Construction Manager / Resident Engineer. This project reconstructed the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The proposed improvements increased the capacity of the overcrossing and ramps in order to reduce congestion and accommodate projected development and growth in the area. A six-lane overcrossing bridge was also constructed on a new alignment north of the existing bridge. The four existing ramps were realigned, and two loop ramps were constructed, for a total of six new connector ramps. Mr. Abuelhassan was responsible for overseeing all construction activities along with performing all schedule preparation and analyzing of Critical Path Method (CPM), claims mitigation and avoidance activities, review, and task analysis. He was also responsible for inspection and compliance monitoring of the Storm Water Pollution Prevention Plans (SWPPP)/Best Management Practices (BMP).
Project Cost: $50 million | Performance Period: 10/2017-03/2020

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
I-10/Jefferson Street Interchange Improvement Project, Indio, CA	2015 – 2017	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Assistant Resident Engineer / Office Engineer / QSD. In the Capacity of Assistant Resident Engineer on this $50 Million Project, Mr. Abuelhassan provided Caltrans Oversight coordination activities and Caltrans Construction Manual Compliance Verification. He was responsible for the preparation of monthly progress pay estimates that ranges from $2 to $3 million monthly with all necessary back up documentation to ensure proper audit compliance and Federal reimbursement to Riverside County Transportation Department. He also provided field staff support and filed conflict resolution and field safety review in the implementation of this four-stage complex construction project.
Project Cost: $45 million | Performance Period: 03/2015-10/2017

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Los Alamos Road Overcrossing Bridge Replacement, Murrieta, CA	2013 – 2014	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☒ Check if project performed with current firm

Resident Engineer. The Los Alamos Road Overcrossing Bridge Replacement Project consisted of the reconstruction of the existing two-lane bridge overcrossing Interstate 15 with a four-lane higher profile bridge. Mr. Abuelhassan was responsible for overseeing the relocation of area utilities within the bridge structure, the widening of Los Alamos Road within the project boundaries, drainage/structures improvements in the project area, SWPPP, and coordination of construction activities to minimize impact to local residents and businesses. He was also responsible for overseeing all construction activities along with performing all schedule preparation and analyzing of Critical Path Method (CPM), claims mitigation and avoidance activities. Project Cost: $10 million | Performance Period: 05/2013-12/2014

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	Project Management for Caltrans District 8 (Various Routes), San Bernardino and Riverside Counties, CA	PROFESSIONAL SERVICES 1992 – 1995	CONSTRUCTION *(if applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	
d.	*Project Manager / Resident Engineer and Construction Manager.* Mr. Abuelhassan served as the Project Manager, responsible for coordinating the development and delivery of capital improvement projects on various routes (from the PIP stage to end of construction). He developed project work plans and project change requests including staffing allocations, budgeting and resource needs. Scheduled projects and analyzed impacts on project schedules due to changes in delivery dates and performed necessary coordination with the affected divisions, stakeholders and multiple local agencies including SANBAG and the County of San Bernardino. Mr. Abuelhassan facilitated communication among team members, oversaw the overall quality of the deliverables, and ultimately ensured that responsibility is taken for keeping the project on schedule. He also presented projects' status in monthly status meetings and facilitated meetings with the District Director, Deputies, functional managers and stake holders for issue resolution. Combined projects costs approximately $200,000,000. The projects included working on the PA&ED Phase for the development of the $85 million Route 138 Widening project in the County of San Bernardino. Project Cost: $1.5 million | Performance Period: 09/1992-08/1995		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	I-5 Widening Construction Traffic Mitigation Projects, Cities of Norwalk, Santa Fe Springs, and La Mirada, CA	PROFESSIONAL SERVICES 2007 – 2010	CONSTRUCTION *(if applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	
e.	*Project Manager / Resident Engineer.* As Resident engineer and project manager, Mr. Abuelhassan provided project and construction management services on the I-5 Widening Construction Traffic Mitigation Projects. Mr. Abuelhassan delivered Project Management and Construction Management and Inspection services on a group of traffic mitigation projects within the Cities of La Mirada, Norwalk and Santa Fe Springs on time and under budget. Tasks included the delivery of a group of rehabilitation and signal projects from the scoping phase to construction completion and JPA reimbursement by the Los Angeles County Metropolitan Transportation Authority. Major tasks performed by Mr. Abuelhassan included Scoping, Cost Estimating, Scheduling, Budget Management, Preparation and tracking of monthly invoicing to MTA from all Cities, Consultants and vendors involved, Coordination activities among cities of La Mirada, Norwalk, and Santa Fe Springs, soliciting proposals from and managing design consultants, soliciting bids and managing construction contracts and Working with LACMTA to ensure I-5 JPA Project Reimbursement.. Project Cost: $200 million | Performance Period: 08/2007-12/2010		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
2020-2021 & 2021-2022 Pavement Rehabilitation - City of Yucaipa, CA	2021	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Yucaipa	Kevin Garcia – Assistant Engineer	951-797-2489

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

-18 lane miles of Roadway on 49 Street segments
-City stated that this project was their largest investment in paving the City had ever completed
-Scope: Mill and overlay; Header cut, petromat application, and asphalt overlay; Full depth pulverize, re-grade and asphalt pave; Pulverize, cement treatment of subgrade and asphalt pave.
-Budget was 2.8 million

ADMINISTRATION OF CONSTRUCTION CONTRACTS:
Administering construction contracts requires compliance with the Public Contracts Code, the Contract Documents, and Special Provisions. Southstar's team's familiarity with these relevant documents starts with the constructability review stage where they apply their decades of experience in administering construction contracts by adding or editing specific sections in the contract to ensure SBCTA's and the Public's interests are protected. Once the contract documents are finalized and bid solicitation is in progress, Southstar's team will study the contract documents as well as the RE Pending File and will be aware of any and all special requirements related to the Project. Moreover, administering a construction contract effectively requires full documentation of any and all work performed on the project, including all communications with the Contractor and the project team. Timely resolution of all RFIs and field issues is key to keeping the project on schedule and keeping the budget under control. Southstar's team members have successfully administered hundreds of projects that were delivered on schedule and within budget.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Construction Management and Construction Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Various Residential Development Projects – Riverside, CA	08/20/21 – Present	

23. PROJECT OWNER'S INFORMATION

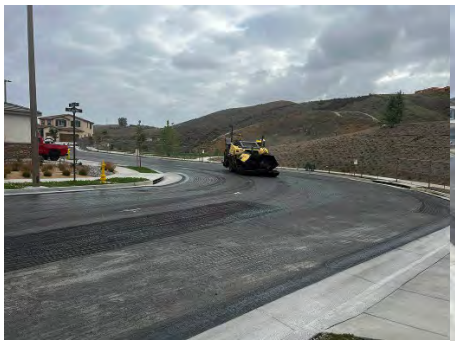
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
RCTD (County of Riverside Transportation Department)	Hector Davila – Project Manager	909-677-8888

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Provided Construction Inspection services for various residential development projects.

SOW installing storm water system, roads (subgrade, base, pavement) and flat work (sidewalks, ADA ramps, aprons, drive approaches), Occupancy release at the end of the project for each house.

COMMUNICATIONS BETWEEN CONTRACTORS & CONTRACTORS & OTHER PROJECT PARTICIPANTS:
It is the Resident Engineer's responsibility to serve as the focal point of communication on the Project; the RE will be implementing the Project's communications plan from day 1. Once the communication plan is prepared at the onset, it will be implemented and maintained by the RE. All updates will be implemented regularly. All communications will either be in writing or confirmed in writing if took place verbally. The communication plan will clearly identify lines of communication and directions. It will clearly list flow of information matrix and how work is authorized and approved in the field.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Construction Management and Construction Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
El Nido Ave. Sidewalk Improvements – Riverside Country, CA	10/2021	12/2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
RCTD (County of Riverside Transportation Department)	Hector Davila – Project Manager	909-677-8888

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Provided Construction Inspection Services for El Nido Ave. Sidewalk Improvements

El Nido Ave.- Addition of sidewalk and underground drainage facilities. minor concrete. Widening of existing roadway. New crosswalks, striping, and signage.
Project Cost: $540,000



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Construction Management and Construction Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
N. Indian Canyon Dr. Resurfacing, Phase 2 – Riverside County, CA	7/21	9/21

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
RCTD (County of Riverside Transportation Department)	Hector Davila – Project Manager	909-677-8888

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

An accelerated schedule, widening, new signalized intersection at Dillon Rd. and North Indian Canyon. C & G/ Minor concrete. PCC low water crossing. HMA leveling courses + CAP. New striping and signage. Cost: $2.1 Million

REVIEW SWPPP, QQMD, AND SWRCB REQUIREMENTS: The Storm Water Pollution and Prevention Plan (SWPPP) will be one of the submittals from the contractor and reviewed accordingly. The proposed RE, Mr. Abuelhassan, is a certified QSD and will follow the proper procedures for filing the Notice of Intent (NOI) and ensuring all Best Management Practices (BMP's) are adhered to by the contractor. Additionally, the team will ensure that the project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Construction Management and Construction Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Ramona Expressway Resurfacing – Riverside County, CA	6/21	8/21

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
RCTD (County of Riverside Transportation Department)	Hector Davila – Project Manager	909-677-8888

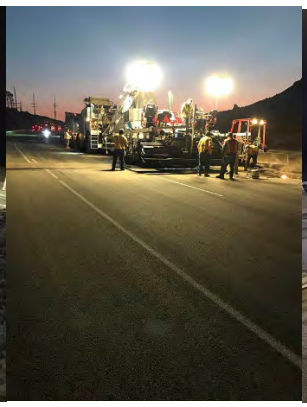
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

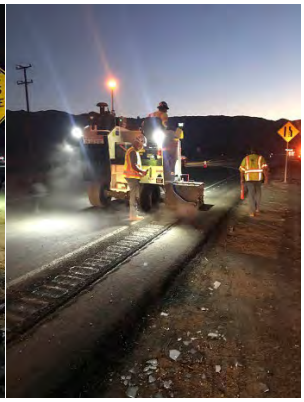
Provided Construction Management and Inspection Services for Ramona Expressway Resurfacing.

An accelerated schedule for the R & R of approx. 7 miles of expressway. Failing subgrade sections, a FDR (Full depth reclamation) Pulverizing, deep lift, cement treatment and compaction, followed by HMA. Detailed traffic control plans using pilot car, detours, moving closures and one-way closures. Storm drain systems were also repaired or updated throughout work. New striping & Signage. Cost: $8 Million

PRE-BID AND CONTRACT AWARD SUPPORT:
Southstar assisted RCTD with the overall solicitation of bids, bidder's questions, the pre-bid conference, bid reviews, and recommendation of award, including detailed coordination of responses to bidders' questions, review and discussion with applicable stakeholders and/or your designer, and preparation of necessary addenda to the project documents as needed. As directed by RCTD, Southstar performed bid analysis by reviewing all bids submitted for completeness, balance, and responsiveness and, if directed, would prepare a recommendation of award letter to the Board.

SUPPORT FOR UTILITY RELOCATION WORK:
Coordination with any and all third-party utility companies to obtain power sources, services cabinet locations, and other relocations required to eliminate conflicts in a timely manner is a major challenge. Southstar's team members are familiar with utility relocation process and are very experienced in utility coordination. It is recommended to complete utility relocation work prior to start of construction, if possible. Utility coordination meetings will be scheduled early and on an on-going basis to establish and perpetuate clear, efficient communications to eliminate potential risks to the schedule and project cost.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Construction Management and Construction Inspection

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
Orange County Public Works - On Call Land Surveying, California	2010-current	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Orange County	Kevin Hills, County Surveyor	714.967.0824

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Since 2010, under three contracts, DEA has been providing Orange County with on-call land surveying services. Some of the services performed under these agreements include researching existing survey data; locating existing monuments; performing control surveys, aerial mapping and topographic surveys; establishing and verifying horizontal and vertical control; and performing field surveys for design purposes. Projects under these contracts have included:

- San Juan Creek hydrology study survey
- Field surveys of seven foothill basins located in the Foothill Ranch area for a scour study
- Topographic survey for Santa Ana Delhi Channel
- Field and office surveys for the Prado Dam
- County-wide infrastructure inventory LiDAR data collection
- John Wayne Airport Enterprise GIS services
- Design surveys using 3D mobile laser scanning for Santiago Canyon Road.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	David Evans and Associates, Inc.	Ontario, CA	Prime-Surveying
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, If not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
As Needed Engineering and Construction Surveying Services Temecula, CA	2008-current	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Temecula	Ron Moreno, PE, Senior Civil Engineer	951.694.6432

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Since 2008, DEA has provided the city of Temecula with a land surveying services on this bi-annual contract. Some of the services being requested under this agreement include researching of existing survey data; locating existing monuments; performing boundary and control surveys; preparing legal descriptions and plat maps for right of way acquisition; performing aerial mapping and topographic surveys; establishing and verifying horizontal and vertical control; locating existing facilities; performing field surveys for design purposes; and performing construction surveying. Task orders under this contract have included survey services for the:

- Design of street improvement of Nicolas Valley Community Facilities District/Assessment District (Liefler Road)
- Design of Butterfield Stage Road Extension
- Design of the Diaz Road expansion
- Design of the Santa Gertrudis Creek Trail
- Design of the Ronald Reagan Sports Park

Fee: $1.5M (combined amount for three contracts)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	David Evans and Associates, Inc.	Ontario, CA	Prime - Surveying
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Jason Bennecke (Southstar)	PIC/Project Manager	X	X	X	X	X					
Amr Abuelhassan (Southstar)	Resident Engineer/Office Engineer	X	X	X	X	X					
Mike Smith (Southstar)	Roadway/Structures Inspector	X		X		X					
Tyler Garrison (Southstar)	Roadway Inspector			X	X	X					
Segio Topete (Southstar)	Roadway Inspector		X		X	X					
Jayesh Solanski (Southstar)	Roadway Inspector										
Fernando Flores (Southstar)	Roadway Inspector										
Alfredo Del Toro (Southstar)	Roadway Inspector										
Alex Newton (Southstar)	Roadway Inspector		X								
Ryan Brown (Southstar)	Roadway Inspetor	X									
Philip Hannawi (Southstar)	Asst. Resident Engineer/Office Engineer										
Steve Lui (Southstar)	Resident Engineer/Office Engineer/Roadway Inspector										
Ramon Carlos (Southstar)	Labor Compliance Officer										
Bob Vasquez (DEA)	Survey Project Manager						X	X			
Jerry C. Woodrow (DEA)	Project Surveyor/Certified Party Chief						X	X			
Brian Gillooly (DEA)	Project Surveryor						X	X			
Garreth Saiki (Ninyo & Moore)	Materials Principal-in-Charge										
Garreth Saiki (Ninyo & Moore)	Materials Project Manager										
Vance Hunter (Ninyo & Moore)	Materials Tester										
Paul Medina (Ninyo & Moore)	Materials Tester										

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	2020-2021 & 2021-2022 Pavement Rehabilitation	6	Orange County Public Works-On Call Land Surveying
2	RCTD Various Residential Developments	7	As Needed Engineering & Construction Surverying
3	El Nido Ave. Sidewalk Improvements	8	
4	N. Indian Canyon Dr. Resurfacing, Phase 2	9	
5	Ramona Expressway Resurfacing	10	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: PW-006-22

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	Southstar Engineering and Consulting, Inc.
2b. STREET	1945 Chicago Ave Unit C-2
2c. CITY	Riverside
2d. STATE	CA
2e. ZIP CODE	92507
3. YEAR ESTABLISHED	2006
4. UNIQUE ENTITY IDENTIFIER	DUNS#: 014463635
5. OWNERSHIP a. TYPE	100% Employee-Owned
b. SMALL BUSINESS STATUS	SB Certified - 1738135
6a. POINT OF CONTACT NAME AND TITLE	Jason Bennecke - Executive Vice President
6b. TELEPHONE NUMBER	951-342-3210
6c. EMAIL ADDRESS	Jason@southstareng.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	3	3
12	Civil Engineer	8	8
15	Construction Inspector	10	10
16	Construction Manager	2	2
48	Project Manager	2	2
48	Project Manager		
	Other Employees		
	Total	25	25

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A02	Aerial Photography	1
C15	Construction Management	6
C15	Construction Management	6
H07	Highways; Streets; Parking lots	6
R03	Railroad; Rapid Transit	3
T03	Traffic & Transportation Engineering	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 

b. DATE: 5/5/2022

c. NAME AND TITLE: Jason Bennecke - Executive Vice President

Submitted To

City of CYPRESS

Submittal Requirement:
Via Email to:
Nick Mangkalakiri, PE, Assistant City Engineer
nmangkal@cypressca.org

Proposal

ON-CALL CONSTRUCTION MANAGEMENT, ENGINEERING SUPPORT, AND TESTING AND INSPECTION SERVICES

TRANSTECH
Est. 1989
www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person for this Proposal:
Ahmad Ansari, PE
Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612

About Transtech
Video Highlight:
CLICK HERE

TRANSTECH
Est. 1989

May 5, 2022

City of CYPRESS
Submittal Requirement:
Via Email to: Nick Mangkalakiri, PE, Assistant City Engineer (nmangkal@cypressca.org)

Technical Proposal
ON-CALL CONSTRUCTION MANAGEMENT, ENGINEERING SUPPORT, AND TESTING AND INSPECTION SERVICES

Dear Mr. Mangkalakiri:

Transtech is pleased to submit this Proposal for the subject services.

Established in 1989, Transtech (a California Corporation) is a multi-disciplinary engineering consulting firm. Transtech is currently providing municipal services to approximately 65 agencies, and has extensive experience providing services to public sector clients and working in a mixed public agency staff/consultant environment for over 32 years.

Transtech is a multi-disciplinary municipal engineering consulting firm. Our service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Civil Engineering,
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Engineering
- Emergency, Support Services

One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.

We have readily available large of pool of staff with diversified and extensive expertise in requested services, and will be able to respond to service requests and mobilize our resources quickly. Our resources include approximately 150 staff members.

We believe our team is well qualified to perform the services requested: We have extensive experience working with Public Agencies in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

- ✓ Successfully providing **similar services to many agencies** for over 32 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** engineering consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.
- ✓ **Understanding of public agencies procedures, and policies**, and extensive experience in preparing staff reports, and **presentations to City Council, Boards and public**.
- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ Commitment of **principal level management** and involvement throughout the contract duration.

Thank you for the opportunity to submit this proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE, Principal
E: Ahmad.ansari@transtech.org;
C: 949-702-5612

G. FORM 330

For information requested in
Part E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
Please see
Proposal Section B. STAFF QUALIFICATIONS B.2. Resumes

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Request for Proposals for ON-CALL CONSTRUCTION MANAGEMENT, ENGINEERING SUPPORT, AND TESTING AND INSPECTION SERVICES, City of Cypress, CA

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
April 2022	None indicated

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Ahmad Ansari, PE, Principal

5. NAME OF FIRM

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
949-702-5612	909-590-8599	ahmad.ansari@transtech.org

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.				TRANSTECH ENGINEERS, INC. ☐ CHECK IF BRANCH OFFICE	13367 Benson Ave, Chino, CA 91710	Prime Consultant
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

For information requested in
Part D. ORGANIZATIONAL CHART OF PROPOSED TEAM
Please see
Proposal Section B. STAFF QUALIFICATIONS B.1. Project Organization Chart

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(Attached)*

AUTHORIZED FOR LOCAL REPRODUCTION **STANDARD FORM 330 (REV. 7/2021)**

For information requested in
Part E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
Please see
Proposal Section B. STAFF QUALIFICATIONS B.2. Resumes

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
a.	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

For information requested in
Part F. EXAMPLES OF PROJECTS WHICH ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
Please see
Proposal Section D. RELEVANT PROJECT EXPERIENCE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

For information requested in
Part G. KEY PERSONNEL; PARTICIPATION IN EXAMPLE PROJECTS
Please see
Proposal Section B. STAFF QUALIFICATIONS B.2. Resumes and D. RELEVANT PROJECT EXPERIENCE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1		6	
2		7	
3		8	
4		9	
5		10	

STANDARD FORM 330 (REV. 7/2021) **PAGE 4**

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

NO ADDITIONAL INFORMATION

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	

33. NAME AND TITLE
Ahmad Ansari, PE, Principal **5-2-2022**

STANDARD FORM 330 (REV. 7/2021) **PAGE 5**

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: N/A

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: TRANSTECH ENGINEERS, INC.	3. YEAR ESTABLISHED: 1989
	4. UNIQUE ENTITY IDENTIFIER: WYXDE4TFJVL1
2b. STREET: 13367 Benson Ave	5. OWNERSHIP
	a. TYPE: CA Corporation
2c. CITY: Chino / 2d. STATE: CA / 2e. ZIP CODE: 91710	b. SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: 949-702-5612 909-590-8599	6c. EMAIL ADDRESS: ahmad.ansari@transtech.org

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	10 (apr.)	N/A
12	Civil Engineer	30 (apr.)	N/A
15	Construction Inspector	20 (apr.)	N/A
16	Construction Manager	5 (apr.)	N/A
47	Planner: Urban/Regional	5 (apr.)	N/A
48	Project Manager	20 (apr.)	N/A
N/A	Traffic/Transp Eng/Planner	10 (apr.)	N/A
N/A	Building and Safety Official	50 (apr.)	N/A
	Plans Examiner, Bldng Inspector		
	Permit Technician		
	Other Employees		
	Total	**150 (apr.)**	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
	See Proposal	2
H07	See Proposal	7
C15	See Proposal	6
Misc.	See Proposal	6
P05	See Proposal	2
Misc.	See Proposal	6
T03	See Proposal	5
Misc.	See Proposal	7

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Ahmad Ansari, PE, Principal

b. DATE: 5-2-2022

c. NAME AND TITLE

STANDARD FORM 330 (REV. 7/2021) **PAGE 6**

City of Cypress

Proposal / Qualificatons

On-Call Construction Management/ Engineering Support/Testing and Inspection Services

May 5, 2022



WILLDAN

May 5, 2022

City of Cypress
Public Works Department
5275 Orange Avenue
Cypress, CA 90630

Attn: Nick Mangkalakiri, PE, Assistant City Engineer
nmangkal@cypressca.org

Subject: **Proposal for On-Call Construction Management/Engineering Support/Testing and Inspection Services**

The City of Cypress (City) is requesting qualifications from consultants to provide consulting services on an "as-needed" contract basis. The consultant will perform professional construction management/engineering support/testing and inspection services for various CIP projects. **Willdan Engineering (Willdan)** has been providing quality municipal services to over 95% of California's cities and counties. Willdan is proposing on all three categories: Construction Management, Engineering Support, and Testing and Inspection.

Willdan possesses expertise in all facets of the public sector. The services required for the City of Cypress are directly related to our core competencies. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop shop to meet virtually any municipal service need. There are several reasons why Willdan is uniquely qualified to undertake this important assignment for the City:

Experience with City of Cypress: Willdan has been providing services to the City of Cypress since 1990. We currently have a contract with the City for building & safety code enforcement services. The following is a list of services that we have provided for the City.

- Building and Safety Services
- Construction Management
- Construction Observation
- Plan Checking
- Code Enforcement Services
- Special District Services
- Financial Consulting Services
- Federal Compliance Services

Exceptional Project Manager: Mr. Chris Baca offers over 32 years of construction management and public works experience. He has successfully managed numerous on-call construction management municipal contracts throughout Southern California. Mr. Baca's on-call management experience includes the nearby cities of Long Beach, Brea, and Garden Grove.

Full Service Capabilities: Willdan's understanding of public agency needs and issues is unique in the industry. In addition to the significant portion of our staff that have served in public agency management positions prior to joining Willdan, Willdan has had numerous assignments with over 95% of the cities and counties in California for building officials, city engineers, planning directors, traffic engineers, and other public agency staff members. With our depth of experience, expertise, knowledge

and resources, Willdan is able to offer practical solutions that are timely, cost effective, and that meet the needs of individual communities. The diversity of our staff experience is an added value of our professional services.

Our staff of professional and technical experts includes specialists in:

- ✓ Assessment Engineering
- ✓ Civil Engineering
- ✓ Construction Management and Inspection
- ✓ Geotechnical/Geological Engineering
- ✓ Landscape Architectural Engineering
- ✓ Traffic and Transportation Engineering
- ✓ Land Development Plan Checking and Document Review
- ✓ Highway and Freeway Engineering
- ✓ Municipal Engineering and Management
- ✓ Building and Safety Services
- ✓ Environmental Planning
- ✓ Growth Management Planning
- ✓ Computer Aided Analysis and Design
- ✓ Water and Wastewater
- ✓ Urban and Regional Planning
- ✓ Drainage and Flood Control
- ✓ Structural Engineering
- ✓ Land Surveying and Legal Boundaries
- ✓ Landscape Architecture
- ✓ Assessment Engineering

Willdan specializes in solutions tailored to the unique needs of municipalities and other local government agencies. Services range from full-time, in-house staffing to interim or part-time assistance on a project-by-project basis.

Local Office: Willdan's corporate office in Anaheim is located within 15 miles of the City of Cypress' Public Works Department offices. Our Anaheim office will be the focal point for all engineering services provided to the City. Our personnel have provided like services to local agencies in this region with the support of team members in our other southern California offices.

We have enjoyed the professional relationships developed with City staff over the past 30 years we have served the City. We look forward to continuing and expanding our role of assisting the City with its need for professional services. We appreciate the opportunity to submit this proposal and look forward to the next step in your selection process. If you have any questions concerning our submittal, please contact our Project Manager Mr. Christopher Baca, RCI at (562) 364-8198 or by cell phone at (310) 502-6335 or by email at cbaca@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE, PTOE
President/Director of Engineering
(562) 368-4848
vmunoz@willdan.com

Resumes of Key Personnel (SF330 Format)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Christopher D. Baca, RCI, CESSWI	Project Manager	39 Years	35 Years

15. FIRM NAME AND LOCATION *(City and State)*
Willdan Engineering, Anaheim, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Public Administration | Public Works Inspection | Asphalt Paving, Contract Administration and Change Orders for Federally Funded Projects Seminars | Inspection Principles, Public Contact, Slurry Seal, and Traffic Signal Inspection and Design Seminars	Registered Construction Inspector, Division IV, Public Works, California No. 4161 | Registered Construction Inspector, Division I, Engineering, California No. 5161 | Certified Erosion, Sediment and Storm Water Inspector, EnviroCert Internationa

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Construction Inspectors Association

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
General Engineering Services City of Lakewood, CA	2000 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Management. Willdan provides engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, landscape architecture, surveying, and geotechnical engineering services throughout the city.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
City Engineering Services City of Los Alamitos	2010 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Management. Provides on call services for all landscape and irrigation, design, construction management, concept design plans, preparation bid assistance, presentation drawings, and maintenance specifications updates. Projects include city buildings/streetscapes/parks & recreation/open space parkways.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
North Hills Water Project City of Brea, CA	2020 - Onging	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project and Construction Management. Provides construction management and inspection services for the water and street improvements to the west and east tracts of the North Hills area of Brea.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Alosta Avenue Improvements - STPL-5112 (020) City of Azusa, CA	10/2021 - 4/2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Manager. Provided traffic control, cold milling, asphalt concrete overlay, asphalt concrete dig-outs, curb ramps, adjustments of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Annual Pavement Rehabilitation Zone 4 City of Yorba Linda	6/2021 - 3/2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Manager. Provides best management practices, mobilization, traffic control, cold milling, asphalt concrete overlay, pavement fabric, asphalt concrete digouts in localized areas, adjustment of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and etc.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael D. Bustos, PE, ENV SP	Construction Management Lead	21 Years	21 Years

15. FIRM NAME AND LOCATION *(City and State)*
Willdan Engineering, Anaheim, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering | Caltrans Resident Engineer Academy	Civil Engineer, California No. 73173 | Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Alosta Avenue Improvements STPL-5112 (020)
City of Azusa

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 10/2021 - 4/2022 | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Resident Engineer. Project includes traffic control, cold milling, asphalt concrete overlay, asphalt concrete dig-outs, curb ramps, adjustments of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements.

b.

(1) TITLE AND LOCATION *(City and State)*
On Call Engineering Services
City of Pico Rivera

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 - Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Construction Manager. Under our On-Call Engineering Services contract, Willdan provided construction management, labor compliance, utility coordination, and survey assistance for the City's $5.5 Million street widening and intersection improvement project (Hot Spots Widening Project).

c.

(1) TITLE AND LOCATION *(City and State)*
On Call Engineering Services
City of Downey

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006 - Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Construction Manager. Willdan performs project management services for Willdan's on call public works inspection and construction management services contract with the City.

d.

(1) TITLE AND LOCATION *(City and State)*
City Engineering Services
City of Los Alamitos

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 - Ongoing | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Resident Engineer. Provided on call services for all landscape and irrigation, design, construction management, concept design plans, preparation bid assistance, presentation drawings, and maintenance specifications updates. Projects include city buildings, streetscapes, parks and recreation, open space parkways, and public works facilities.

e.

(1) TITLE AND LOCATION *(City and State)*

(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tyrone Peter, PE	Engineering Support Lead	16 Years	16 Years

15. FIRM NAME AND LOCATION *(City and State)*
Willdan Engineering, Anaheim, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Engineering and Civil Engineering	Civil Engineer, California, No. 81888

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Society of Civil Engineers

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Del Amo and Lakewood Intersections
Lakewood, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
3/2020 - 3/2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Civil Design. provided project management, contract administration, construction observation, engineering support, utility coordination, labor compliance, material testing, and Metro invoice and reporting services. Continues to provide civil design services, labor compliance, construction management, material testing, and other appurtenant services.

b.

(1) TITLE AND LOCATION *(City and State)*
On Call Engineering Services
City of Pico Rivera, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Project Manager. Willdan provides construction management, labor compliance, utility coordination, and survey assistance.

c.

(1) TITLE AND LOCATION *(City and State)*
City Engineering Services
City of Los Alamitos, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2010 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Civil Design/Plan Check. Provides on call services for all landscape and irrigation, design, construction management, concept design plans, preparation bid assistance, presentation drawings, and maintenance specifications updates. Projects include city buildings, streetscapes, parks and recreation, open space parkways, and public works facilities.

d.

(1) TITLE AND LOCATION *(City and State)*
General Engineering Services
City of Paramount, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
1978 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Civil Design/Plan Check. In addition to providing extension of staff services, Willdan is providing traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services.

e.

(1) TITLE AND LOCATION *(City and State)*
General Engineering Services
City of Lakewood, CA

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2000 - Ongoing	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Civil Design Lead. Providing engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, landscape architecture, surveying, and geotechnical engineering services.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ross Khiabani, PE, GE	Geotechnical, Testing and Inspection	47 Years	19 Years

15. FIRM NAME AND LOCATION *(City and State)*
Willdan Engineering, Anaheim, California

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS, Geotechnical Engineering | Geology	Civil Engineer, California, No. 37156 | Geotechnical Engineer, California, No. 2202 | Civil Engineer, Nevada, No. 11256 | Civil Engineer, Arizona, No. 27068

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Society of American Military Engineers | Society of Civil Engineers-Geotechnical | Consulting Engineers & Land Surveyors of CA | Geotechnical Engineers Assoc. | American Public Works Assoc. | Council of Civil Engineers & Land Surveyors

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
As Needed Engineering Services
City of Bell, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Geotechnical. Providing as-needed city and traffic engineering services. Also providing extension of staff services, engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering.

b.

(1) TITLE AND LOCATION *(City and State)*
General Engineering Services
City of Lakewood, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2000 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Geotechnical. Providing engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, landscape architecture, surveying, and geotechnical engineering services.

c.

(1) TITLE AND LOCATION *(City and State)*
City Engineering Services
City of Los Alamitos, CA

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Geotechnical. Providing on call services for all landscape and irrigation, design, construction management, concept design plans, preparation bid assistance, presentation drawings, and maintenance specifications updates. Projects include city buildings, streetscapes, parks and recreation, open space parkways, and public works facilities.

d.

(1) TITLE AND LOCATION *(City and State)*
On-call Geotechnical Services, Public Works Depart. City of Diamond Bar

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2003- Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Providing geotechnical studies and soils and material testing services for City's Capital Improvement Projects. Our services also included on-going third-party review of applicant's soils reports.

e.

(1) TITLE AND LOCATION *(City and State)*
On-Call Geotechnical Services, Public works Depart., City of Calabasas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2003 - Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Willdan provides review of geotechnical and engineering geology reports and plans submitted by developer's soils engineers and/or engineering geologist using City established policies and procedures and within City time frames.

STANDARD FORM 330 (REV. 7/2021) **PAGE 2**

Example of Projects (SF330 Format)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
As-Needed Engineering Services City of Bell	2014 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Bell	Javier Ochiqui, Contract/Facilities Manager	(323) 588-621

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Willdan is providing as-needed city and traffic engineering services. In addition to providing extension of staff services, Willdan provides engineering design, construction management, project management, development review, pavement engineering, funding administration, plan review, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass - but are not limited to - study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance; and City department coordination to implement desired improvements and updates. .

Cost:
$2,000,000

Services Provided:
City Engineering
Traffic Engineering
Civil Design
Construction Management
Project Management
Development Review
Pavement Engineering
Funding Administration
Grant Writing
Plan Review
Landscape Architecture
Surveying
Geotechnical Engineering
Staff Augmentation
Water Quality Services

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER: 2	
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
General Engineering Services City of Lakewood	2000 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Lakewood	Lisa Rapp, Director of Public Works	(562) 866-9771

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

For over 20 years, Willdan has been providing engineering design, construction management and inspection, project management, development review, pavement engineering, funding administration, landscape architecture, surveying, and geotechnical engineering services throughout the city. These services encompass - but are not limited to - study and report research and preparation; plan, specification, and cost estimate preparation; funding application research, preparation, and submittal; citizens' request and complaint investigations/resolutions; development impact studies; City staff, commissions, and council meeting attendance.

Cost:
$3,000,000

Services Provided:
Engineering Design
Construction Management
Construction Inspection
Project Management
Development Review
Pavement Engineering
Funding Administration
Landscape Architecture
Surveying
Geotechnical Engineering
Grant Engineering
Grant Writing
Staff Augmentation
Traffic Engineering
Stormwater

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Engineering Services City of Paramount	1978 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Paramount	Adrian Figueroa, Director of Public Works	(562) 220-2020

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Willdan has provided general engineering services to the City of Paramount for over 40 years and presently serves as city engineer and water engineer. In addition to providing extension of staff services, Willdan has provided traffic engineering, assessment engineering and district formation, public works permits/inspection, development review, CIP design and construction management/inspection, CDBG administration, grant writing, and NPDES services. These services encompass - but are not limited to - study and report research and preparation; plan, specification, and cost estimate preparation; funding source and availability consultation; citizens' request and complaint investigations/resolutions; development impact studies; plan checking; City staff, commissions, and council report preparation; staff, commissions, and council meeting attendance and participation; and City department coordination to implement desired City improvements and updates

Cost:
$3,000,000

Services Provided:
City Engineer
Water Engineering
Staff Augmentation
Traffic Engineering
Landscape Architecture
Assessment Engineering
District Formation
Pubic Works Permits/Inspection
Development Review
CIP Design and Construction Encompass
Grant Writing
Development Impact Studies

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City Engineering Services City of Los Alamitos	2010 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Los Alamitos	Rod Noda, Deputy Director	(562) 431-3535 Ext. 500

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The City of Los Alamitos retained Willdan to provide on call services for all landscape and irrigation, design, construction management, concept design plans, preparation bid assistance, presentation drawings, and maintenance specifications updates. Projects include city buildings, streetscapes, parks and recreation, open space parkways, and public works facilities.

Cost:
$1,500,000

Services Provided:
Contract City Engineering
Traffic Engineering
Landscape Architecture
Civil Design
Plan Check
Construction Management
Water Engineering

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On Call Engineering Services City of Downey	2006 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Downey	Delfino R. Consunji, P E. Director of PW	(562) 904-7102

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Willdan performs project management services for Willdan's on call public works inspection and construction management services contract with the City. Projects completed under this on call contract include the Firestone Blvd and Paramount Blvd Intersection Improvements Project, Promenade Project, and Firestone Blvd Improvement Project (between Brookshire and Lakewood Blvd). Willdan also provides traffic engineering services on an on call basis including transportation planning and programs, traffic operations, traffic design, and drafting services for general engineering plans.

Cost:
$2,500,000

Services Provided:
City Engineering
Project Management
Construction Management
Construction Inspection
Transportation Planning
Pavement Rehabilitation
Traffic Design
Civil Design
Geotechnical Engineering
Material Inspection/Testing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*
On Call Engineering Services
City of Pico Rivera

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 2017 - Ongoing
CONSTRUCTION *(If applicable)*:

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pico Rivera	Kenner Guerroro	(562) 755-2221

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Under our On-Call Engineering Services contract, Willdan provided construction management, labor compliance, utility coordination, and survey assistance for the City's $5.5 Million street widening and intersection improvement project (Hot Spots Widening Project). The project included the installation of right turn lanes at all four corners, removal and replacement of asphalt intersection with concrete, new traffic signal, sidewalks, curb/gutter, enhanced driveways, drainage improvements, new medians, and other appurtenant work.

Cost:
$2,000,000

Services Provided:
City Engineering
Public Works Services
Traffic Engineering
Survey
Construction Management
Geotechnical

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*
City and County Cooperative Street Rehabilitation STR20003
City of Highland

22. YEAR COMPLETED
PROFESSIONAL SERVICES: 12/2021 - Ongoing
CONSTRUCTION *(If applicable)*:

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Highland	Carlos Zamono, PE	(909) 503-5653

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project involves pavement grinding, pulverizing existing pavement in-place, and pavement removal and replacement; placement of aggregate base, hot-mix asphalt base course, asphalt leveling course, Glaspave paving mat, and asphalt overlay. It also includes removal and replacement of curb ramps, sidewalk panel, curb and gutter, and driveway approaches; construction of asphalt blended transition curb returns; adjustment of valve covers and manholes to finish grade; and installation of signing and striping.

Cost:
$119, 832

Services Provided:
Construction Management
Construction Inspection
Pavement Management

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Wildan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
On Call Engineering Services City of Long Beach	2003 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Long Beach	Marc Wright, Construction Services Manage	(562) 570-6383

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Willdan is providing on-call public works inspection for various CIP and permitted projects throughout the City of Long Beach. Willdan has maintained a continuous presence in the City since 2004 and our contract has been extended to the maximum allowed. Willdan is responsible to check grade; monitor curb, gutter, sidewalk, asphalt overlays, storm drains, traffic signal, and sewer system installations; maintain field files in accordance with Caltrans standards; track quantities; assist with labor compliance; coordinate material testing; and other appurtenant work.

Cost:
$2,000,000 Annual Budget

Services Provided:
Traffic Engineer
Water Engineer
Public Works Permits/Inspection
Civil Design
Specialized Utility Services
Traffic Engineering
Labor Compliance
Geotechnical and Material Testing
Landscape Architecture
Development Review
NPDES

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Alosta Avenue Improvements - STPL-5112 (020) City of Azusa, CA	10/2021 - 4/2022	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Azusa	Christine Curiel, Project Manager	(626) 812-5247

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The City's $750,000 Federally funded project includes traffic control, cold milling, asphalt concrete overlay, asphalt concrete dig-outs, curb ramps, adjustments of survey monuments, manholes and valve covers to grade, installation of loop detectors, pavement striping, markings and markers and other miscellaneous improvements as shown on the plans. The project has an estimated 30 working day schedule. Willdan provided Resident Engineering services, construction management, public works inspection, labor compliance, material testing, and federal invoicing services on the project.

Cost:
$250,000
Services Provided:
Traffic Engineer
Labor Compliance
Construction Management
Material Testing
Grant Funding
Public Works Permits/Inspection

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

STANDARD FORM 330 (REV. 7/2021) **PAGE 3**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
North Hills Water Project City of Brea, CA	2020 - Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Brea	Raymond Contreras, Project Manager	(714) 671-4450

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Willdan provided construction management and inspection services for the water and street improvements to the west and east tracts of the North Hills area of Brea. Water improvements involved furnishing and installing new 8-, 10-, 12-, and 18-inch diameter C900 PVC Class 235 domestic water pipes; DIP Class 52 gate valves and fittings; meters; copper services and appurtenances; fire hydrants; blow-off hydrants; and 2-inch air release assemblies. Pressure-reducing valve assemblies and vaults were removed with three pressure-reducing stations were installed.

The street improvements involved pavement cold milling; AC overlay pavement; sawcutting; roadway removal; miscellaneous PCC improvements; AC slot paving; localized roadway digouts; new PCC curb and gutter, sidewalk and ADA-compliant ramps; utility potholing and verification; manhole and utility grade adjustments; polymer-modified slurry seal Type II; and traffic striping.

Cost:
$286,144

Services Provided:
Construction Management
Public Works Inspection
Water Engineer
Public Works Permits/Inspection
Specialized Utility Services
Traffic Engineering
Geotechnical and Material Testing
Environmental Services

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Willdan Engineering	Anaheim, CA	Prime
b.			
c.			
d.			
e.			
f.			

Key Personnel Participation in Example Projects (SF330 Format)

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Christopher Baca, RCI, CESSWI	Project Manager		X		X	X	X	X	X	X	X
Michael Bustos, PE, ENV SP	Construction Management Lead				X	X	X			X	
Tyrone Peter, PE	Engineering Support Lead		X	X	X		X				
Ross Khiabani, PE, GE	Testing and Inspection Lead	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	As-Needed Engineering Services, Bell	6	On Call Engineering Services, Pico Rivera
2	General Engineering Services, Lakewood	7	City/County Cooperative Street Rehab, Highland
3	Engineering Services, Paramount	8	On Call Engineering Services, Long Beach
4	City Engineering Services, Los Alamitos	9	Alosta Ave Improvements STPL-5112 (020), Azusa
5	On Call Engineering Services, Downey	10	North Hills Water Project, Brea

STANDARD FORM 330 (REV. 7/2021) **PAGE 4**

Additional Information and Section I: Authorized Representative (SF330 Format)

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Willdan is not providing any additional information at this time.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

5/5/2022

33. NAME AND TITLE

Vanessa Muñoz, PE, TE, PTOE, President/Diretor of Engineering

STANDARD FORM 330 (REV. 7/2021) **PAGE 5**

Part II – General Qualifications – Caltrans Standar Form 330

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME: Willdan Engineering	3. YEAR ESTABLISHED: 1964
2b. STREET: 2401 East Katella Avenue, Suite 300	4. UNIQUE ENTITY IDENTIFIER:
2c. CITY: Anaheim	2d. STATE: CA
2e. ZIP CODE: 92806	5. OWNERSHIP
6a. POINT OF CONTACT NAME AND TITLE: Vanessa Muñoz, President/Director of Engineering	a. TYPE: Corporation
6b. TELEPHONE NUMBER: (562) 368-4848	6c. EMAIL ADDRESS: vmunoz@willdan.com
b. SMALL BUSINESS STATUS:	7. NAME OF FIRM *(If Block 2a is a Branch Office)*: Willdan Engineering

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	(2) BRANCH
12	Civil Engineer	60	13
15	Construction Inspector	42	15
16	Construction Manager	22	6
39	Landscape Architect	3	3
47	Planner: Urban/Regional	10	6
58	Technician/Analyst	55	13
60	Transportation Engineer	3	2
27	Foundation/Geotechnical Eng.	3	3
29	Geographic Information System	2	2
30	Geologist	7	7
38	Land Surveyor	1	1
02	Administrative	6	3
08	CADD Technician	3	3
	Other Employees		
	Total	217	77

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C15	Construction Management	6
C16	Construction Surveying	3
T02	Testing & Inspection Services	5
S05	Soils & Geologic Studies	3
S10	Surveying: Platting: Mapping: Flood	4
G04	Geographical Information System	3
E11	Environmental Planning	3
L02	Land Surveying	3
E09	Environmental Impact Studies	1
T03	Traffic & Transportation	6
L03	Landscape Architeture	4
C18	Cost Estimating: Cost Engineering	3
S13	Storm Wate4r Handling & Facilities	3
C08	Codes: Standards: Ordinances	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE:

b. DATE: 5/5/2022

c. NAME AND TITLE: Vanessa Muñoz, PE, TE, PTOE, President/Director of Engineering

STANDARD FORM 330 (REV. 7/2021) **PAGE 6**







WILLDAN

2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
714.940.6300 | 800.424.9144 | fax: 714.940.4920

www.willdan.com

AGREEMENT FOR CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING & INSPECTION SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND AKM CONSULTING ENGINEERS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2022 by and between the City of Cypress, a California municipal corporation ("City") and AKM CONSULTING ENGINEERS a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Public Works Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Paulo Morales, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

AKM CONSULTING ENGINEERS

By: Zeki Kayiran

Name: Omer Zeki Kayiran
Title: President

By: Mehmet Kayiran

Name: Mehmet Kayiran
Title: Treasurer

Address: AKM Consulting Engineer
553 Ward
Irvine, CA 92618

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

1. Contractor shall provide Professional Construction Management/ Engineering Support/ Testing and Inspection Services on an On-Call Task Order Not-to-Exceed basis, to the City of Cypress, including, but not limited to, the following specific services:

    a. Construction Management – Construction management services required include, but shall not be limited to, the following: construction management, contract administration, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, other agency coordination, interpretation of PSE, quality assurance and quality control, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.

    b. Engineering Support – Engineering support services required include, but shall not be limited to, the following: architectural, engineering, surveying, estimating, constructability review, value engineering, computer-aided drafting, GIS support, pavement management support, engineering staffing support, permit assistance, federal, state and local grant applications preparation, labor compliance services, database administration, review of "as-built" drawings, and other related services.

    c. Testing and Inspection – Testing and inspection services include, but shall not be limited to, the following: construction inspection, quality assurance/quality control, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations geotechnical investigations, potholing, exploratory investigations, underground utility research, and other related services.

2. General Requirements for Scope of Services:

    a. Letter of Authority – Prior to the issuance of any task orders under this Contract, Contractor shall submit a written letter identifying the key personnel authorized to initiate and submit proposals on the Contractor's behalf.

    b. Task Orders – Prior to starting any work, Contractor shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and over-all project estimate, to the Contract Officer for approval. Task Order shall include all rates and costs for any sub-contractor performing any work related to the subject Task Order. No work shall begin until written approval from the Engineering Division has been received. Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Contractor.

    c. Invoices – The Contractor shall submit invoice monthly and in no case shall invoice be submitted more than once per month. A copy of the accounts payable schedule is available from the Contract Officer. The invoice will be in a format that is

acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, and percentage of dollars spent. The Contractor shall prepare invoices that show costs against each major milestone task.

The Contractor shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Contractor has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Contractor shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Contractor authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

d. Computer Files - At the conclusion of each Task Order, or mutually agreed milestones, the Contractor shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Contractor shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: Autocad. All final plans and digital files shall be submitted on a flash-based memory device or cloud base services.

   The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

   The Contractor agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

e. Web-based Database – In addition to Contractor's standard construction reporting procedures, Contractor shall utilize an online, web-based construction management platform, such as Procore or an approved equal, for all aspects of construction and project management, including but not limited to, preconstruction activities, project management, resource management, and financial management. Contractor shall submit copies of inspection daily reports on a daily basis. Inspection daily reports shall be submitted by 7:00 am the following calendar day. Additionally, Contractor shall track labor hours on a daily basis on this platform. Furthermore, daily photos of construction activities shall be uploaded on a daily basis by the Contractor to the platform.

f. Contractor's Progress Invoice – The Contractor shall have quantity sheets which summarize the quantity, location, date, time, and quantity of each bid item installed and subsequently submitted for payment. Quantity sheets shall be checked against

daily inspection reports for correctness. Separate quantity sheets shall be created for change order work. These quantity sheets shall be in addition to the measured field quantities record agreed upon in the field. Contractor is responsible for checking the progress invoice against the quantity sheets, daily reports, and measured field quantities records. Additionally, Contractor shall request prevailing wage reports from the construction contractor when the work is subject to prevailing wages. Contractor is responsible for checking each progress payment and ensuring compliance with current laws and regulations regarding prevailing wages. Prior to forwarding construction contractor's invoices to the City, Contractor shall have the progress payment signed and dated certifying that he has checked the progress invoice for completeness and correctness and that the aforementioned tasks described herein this item have been completed.

g. Resident Engineer/Assistant Resident Engineers – Resident Engineers shall be licensed, registered Civil engineers within the State of California. Assistant Registered Engineers need not be licensed, registered Civil engineers, however all work completed by Assistant Resident Engineers need to be reviewed and acknowledged as being completed under the responsibility and supervision of the Resident Engineer, who shall initial and date each work product of the Assistant Resident Engineer. Additionally, prior to the commencement of work for each task order a letter of responsibility shall be submitted to the City stating that the Assistant Resident Engineer will be performing work under the responsibility and supervision of the Resident Engineer.

h. Key Personnel – The Contractor shall not reassign any personnel mentioned in the RFQ/Interview process unless under extraordinary circumstances. The Contractor shall secure prior written approval from the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

   The Contractor's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Contractor Agreement and Scope of Work. The Contractor shall be solely responsible for implementation of all Contractor's services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

   All personnel shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Contractor's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

i. Safety and Identification – All Contractor personnel are required to wear ANSI Class 2 or ANSI Class 3 Safety Vests at <u>ALL</u> times. Vests shall be high visibility

lime-green with reflective stripes and shall have an identifying logo and print on the back of the vest. When working in areas where there is a potential for injury to the head from falling objects, Contractor personnel shall wear Class A hard hats in accordance with ANSI Z89.1, which shall have an identifying logo and print on the front of the hard hat. Full-size proofs of the identifying logos and print shall be submitted to the City for approval.

j. Vehicle Identification – All Contractor personnel vehicles shall have a magnetic decal for automobiles posted on both sides of the automobile. The decal shall have the City of Cypress Public Works Logo, along with the words "Public Works Inspector", printed on the decal. A proof shall be submitted to the City for approval prior to the production of the decal.

k. Unauthorized Work – Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Contractor. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

l. Audits – The Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall be furnished to the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Contractor hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such cost information would have a detrimental effect on the Contractor's business. The City shall notify the Contractor with the identity of any representative and the Contractor will have the right to verify that the representative is not a competitor prior to the audit. The Contractor shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

m. Contractor's Interaction with the Media and the Public – The Contractor shall refer all inquiries from the news media to the City. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Contract Officer what action was taken to alleviate the situation.

n. Sub-Contractors – The City reserves the right of prior approval of all sub-Contractors and retains the right to request the Contractor to terminate any sub-Contractor, for any reason deemed appropriate by the City, by so notifying the

Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said sub-Contractor immediately.

The City shall have no liability to any sub-Contractor(s) for payment for services under this Contract or other work performed for Contractor. Any subcontract entered into by Contractor under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Contractor.

o. Direct Expenses – It is expected that the Contractor has extensive knowledge and experience performing this type of work. The Contractor shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as insurance, construction management software, copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Contractor's hourly rates. Therefore, the Contractor shall receive no additional compensation beyond that which is detailed in their budget. Mileage charges shown in the Hourly Rates shall refer to only non-commuter travel.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of three (3) extended terms of one (1) year. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for three (3) extended terms of one (1) additional calendar year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

IV. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

V. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VI. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

V. Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Labor Classification	Hourly Rate Range
Principal	$250 - $281
Principal Engineer	$250 - $281
Project Manager	$245 - $276
Project Engineer	$221 - $248
Senior Construction Manager	$205 - $231
Construction Manager	$175 - $197
Senior Engineer	$203 - $228
Senior Field Engineer / Inspector	$170 - $191
Field Engineer / Inspector	$155 - $174
Associate Engineer	$155 - $174
Staff Engineer	$140 - $157
Financial Analyst	$128 - $144
Senior Designer / Senior CADD Technician	$110 - $124
Designer / CADD Technician	$102 - $115
Assistant Engineer	$101 - $114
Engineering Technician	$93 - $105
Engineering Aide	$79 - $89
Office Support	$79 - $89
Data or Word Processing	$77 - $86

Notes:

1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services.
2. Fees for Subconsultant Services: Billed at actual cost, plus 15 percent (15%) to cover overhead and administration.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

II. The Contractor shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.

AGREEMENT FOR CONSTRUCTION MANAGEMENT/ ENGINEERING SUPPORT/TESTING & INSPECTION SERVICES BY AND BETWEEN THE CITY OF CYPRESS AND ARDURRA, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 2022 by and between the City of Cypress, a California municipal corporation ("City") and ARDURRA GROUP, INC. a Florida Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Cypress's Charter and Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (see Exhibit "C") Dollars (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Dino D'Emilia, PE, PMCM Group Leader

Steve Badum, PE, Project Director

John Wolitarsky, CCM, Contract Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Public Works Director or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] LMP
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials"), including any electronic documents and materials, prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City's choice upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District

Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq*.)

Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials LMP

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

_____
Paulo Morales, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

_____

_____

By: _____
Name: Lisa M. Penna
Title: Vice President

By: _____
Name: Catherine Cahill
Title: Treasurer/CFO

Address: 4921 Memorial Highway
Suite 300
Tampa, Florida 33634

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"
SCOPE OF SERVICES

1. Contractor shall provide Professional Construction Management/ Engineering Support/ Testing and Inspection Services on an On-Call Task Order Not-to-Exceed basis, to the City of Cypress, including, but not limited to, the following specific services:

    a. Construction Management – Construction management services required include, but shall not be limited to, the following: construction management, contract administration, pre-construction meetings, utility coordination, monitoring of construction schedules, shop drawing review, submittal review, public notification, public complaint resolution, traffic coordination, coordination with other City departments, other agency coordination, interpretation of PSE, quality assurance and quality control, analysis of changed conditions, development of corrective actions, negotiation of change orders, and other related services.

    b. Engineering Support – Engineering support services required include, but shall not be limited to, the following: architectural, engineering, surveying, estimating, constructability review, value engineering, computer-aided drafting, GIS support, pavement management support, engineering staffing support, permit assistance, federal, state and local grant applications preparation, labor compliance services, database administration, review of "as-built" drawings, and other related services.

    c. Testing and Inspection – Testing and inspection services include, but shall not be limited to, the following: construction inspection, quality assurance/quality control, GPS enabled site photography, field visits, pre-construction job walks, emergency and night inspections, material and laboratory testing, structural calculations geotechnical investigations, potholing, exploratory investigations, underground utility research, and other related services.

2. General Requirements for Scope of Services:

    a. Letter of Authority – Prior to the issuance of any task orders under this Contract, Contractor shall submit a written letter identifying the key personnel authorized to initiate and submit proposals on the Contractor's behalf.

    b. Task Orders – Prior to starting any work, Contractor shall submit a proposed, detailed Task Order scope of services, fee proposal, schedule, and overall project estimate, to the Contract Officer for approval. Task Order shall include all rates and costs for any sub-contractor performing any work related to the subject Task Order. No work shall begin until written approval from the Engineering Division has been received. Scope of Services and number of hours for each Task shall be upon mutual agreement by the City and the Contractor.

    c. Invoices – The Contractor shall submit invoice monthly and in no case shall invoice be submitted more than once per month. A copy of the accounts payable schedule is available from the Contract Officer. The invoice will be in a format that is

acceptable to Contract Officer and shall detail individual personnel who worked on the project, specific tasks performed, hours worked, billing rate, total costs, and previous billing history, percentage of work completed, and percentage of dollars spent. The Contractor shall prepare invoices that show costs against each major milestone task.

The Contractor shall notify the Contract Officer when the cumulative compensation payable under any Task Order has reached 75% of the estimated not to exceed price. If at any time the Contractor has reason to believe that the total cost to the Authority for the performance of the Task Order will be greater or substantially less than the not to exceed estimate, the Contractor shall notify the City in writing to that effect and give its revised estimate of the total cost for the performance of the task Order. The notice shall state the estimated amount of additional funds required to continue performance for the remainder of the Task Order. In no event is the Contractor authorized to exceed the Task Order "not to exceed price" without prior written approval from the City.

d. Computer Files - At the conclusion of each Task Order, or mutually agreed milestones, the Contractor shall supply the City with a digital and editable copy of all files that are included in the hard copy submittal. The Contractor shall use or transfer files into the following formats: Word Processing: Microsoft Word, Spreadsheets: Microsoft Excel, Databases: Microsoft Access, GIS: ArcView, Drawings: Autocad. All final plans and digital files shall be submitted on a flash-based memory device or cloud base services.

   The City shall have the right to use, duplicate, modify or disclose the technical data and the information contained therein.

   The Contractor agrees to provide any proprietary software or data used in conjunction with the project to the City, if requested, as long as the City pays for any additional licensing costs.

e. Web-based Database – In addition to Contractor's standard construction reporting procedures, Contractor shall utilize an online, web-based construction management platform, such as Procore or an approved equal, for all aspects of construction and project management, including but not limited to, preconstruction activities, project management, resource management, and financial management. Contractor shall submit copies of inspection daily reports on a daily basis. Inspection daily reports shall be submitted by 7:00 am the following calendar day. Additionally, Contractor shall track labor hours on a daily basis on this platform. Furthermore, daily photos of construction activities shall be uploaded on a daily basis by the Contractor to the platform.

f. Contractor's Progress Invoice – The Contractor shall have quantity sheets which summarize the quantity, location, date, time, and quantity of each bid item installed and subsequently submitted for payment. Quantity sheets shall be checked against

daily inspection reports for correctness. Separate quantity sheets shall be created for change order work. These quantity sheets shall be in addition to the measured field quantities record agreed upon in the field. Contractor is responsible for checking the progress invoice against the quantity sheets, daily reports, and measured field quantities records. Additionally, Contractor shall request prevailing wage reports from the construction contractor when the work is subject to prevailing wages. Contractor is responsible for checking each progress payment and ensuring compliance with current laws and regulations regarding prevailing wages. Prior to forwarding construction contractor's invoices to the City, Contractor shall have the progress payment signed and dated certifying that he has checked the progress invoice for completeness and correctness and that the aforementioned tasks described herein this item have been completed.

g. Resident Engineer/Assistant Resident Engineers – Resident Engineers shall be licensed, registered Civil engineers within the State of California. Assistant Registered Engineers need not be licensed, registered Civil engineers, however all work completed by Assistant Resident Engineers need to be reviewed and acknowledged as being completed under the responsibility and supervision of the Resident Engineer, who shall initial and date each work product of the Assistant Resident Engineer. Additionally, prior to the commencement of work for each task order a letter of responsibility shall be submitted to the City stating that the Assistant Resident Engineer will be performing work under the responsibility and supervision of the Resident Engineer.

h. Key Personnel – The Contractor shall not reassign any personnel mentioned in the RFQ/Interview process unless under extraordinary circumstances. The Contractor shall secure prior written approval from the City for any change or reassignment of the key personnel, submitting written documentation of the new individual's qualification.

   The Contractor's project manager shall supervise and direct the services, and have overall responsibility for the services in accordance with the Contractor Agreement and Scope of Work. The Contractor shall be solely responsible for implementation of all Contractor's services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the services.

   All personnel shall have sufficient skill and experience to perform the work assigned to them. The City shall have the right, in its absolute discretion to require the removal of the Contractor's personnel at any level assigned to the performance of the Services at no additional fee to the City, if the City considers such removal necessary and in its best interest and request such removal in writing. Further, an employee who is dismissed for any of the above reasons shall not be re-employed on this Contract.

i. Safety and Identification – All Contractor personnel are required to wear ANSI Class 2 or ANSI Class 3 Safety Vests at ALL times. Vests shall be high visibility

lime-green with reflective stripes and shall have an identifying logo and print on the back of the vest. When working in areas where there is a potential for injury to the head from falling objects, Contractor personnel shall wear Class A hard hats in accordance with ANSI Z89.1, which shall have an identifying logo and print on the front of the hard hat. Full-size proofs of the identifying logos and print shall be submitted to the City for approval.

j. Vehicle Identification – All Contractor personnel vehicles shall have a magnetic decal for automobiles posted on both sides of the automobile. The decal shall have the City of Cypress Public Works Logo, along with the words "Public Works Inspector", printed on the decal. A proof shall be submitted to the City for approval prior to the production of the decal.

k. Unauthorized Work – Any services not required by the terms of the final scope of work or proposal that are performed without written authority from the Contract Officer, will be considered as unauthorized and at the sole expense of the Contractor. Services so performed will not be paid for, and no extension in the period of performance shall be granted on account thereof.

l. Audits – The Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with generally accepted accounting practices. Such records and accounts shall be furnished to the City, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by the Authority. Upon reasonable advance written notice, the City or its representatives shall have the right to examine, any books, records, accounts, and other documents of the Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to the Contractor hereunder. The City will make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such cost information would have a detrimental effect on the Contractor's business. The City shall notify the Contractor with the identity of any representative and the Contractor will have the right to verify that the representative is not a competitor prior to the audit. The Contractor shall keep and preserve all such books, records, accounts, and other documents for a period of at least three years after completion of the Services and Final Payment or if this Contract is terminated in whole or in part after the final termination agreement.

m. Contractor's Interaction with the Media and the Public – The Contractor shall refer all inquiries from the news media to the City. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the Contract Officer what action was taken to alleviate the situation.

n. Sub-Contractors – The City reserves the right of prior approval of all sub-Contractors and retains the right to request the Contractor to terminate any sub-Contractor, for any reason deemed appropriate by the City, by so notifying the

Contractor in writing. Should said notification be submitted to the Contractor, it shall terminate said sub-Contractor immediately.

The City shall have no liability to any sub-Contractor(s) for payment for services under this Contract or other work performed for Contractor. Any subcontract entered into by Contractor under the contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of the Contractor.

o. Direct Expenses – It is expected that the Contractor has extensive knowledge and experience performing this type of work. The Contractor shall prepare a not to exceed budget for direct expenses and breakdown costs for services such as insurance, construction management software, copying, blue prints, computer time, reproduction, delivery, and any other foreseeable expense not covered in the Contractor's hourly rates. Therefore, the Contractor shall receive no additional compensation beyond that which is detailed in their budget. Mileage charges shown in the Hourly Rates shall refer to only non-commuter travel.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. **DELETE** subsection 1.1 and **REPLACE** with the following:

"1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those on-call services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. Consultant acknowledges and agrees that City has no obligation to utilize Consultant under this Agreement. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances."

II. **DELETE** subsection 1.8 and **REPLACE** with the following:

"1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in a particular Task Order, as defined in Exhibit "A," or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation up to the amount authorized by the City Council ("Task Order Contingency"); or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

II. **DELETE** subsection 2.1 and **REPLACE** with the following:

"2.1 Contract Sum. For on-call services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. For each Task Order, as defined in Exhibit "A," Contractor shall provide a not-to-exceed Task Order amount as further described in Exhibit "A" ("Contract Sum")."

III. **DELETE** subsection 3-4 and **REPLACE** with the following:

"3.4 Term & Extended Term. Unless earlier terminated in accordance with Section 7.7 or 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of such services as may be requested by City from time-to-time, but not exceeding two (2) calendar years from the date hereof, except as otherwise provided in the Schedule of Performance. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of three (3) extended terms of one (1) year. In order to do so, City shall, not later than ninety (90) calendar days prior to the expiration of the initial term, give Contractor written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for three (3) extended terms of one (1) additional calendar year, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the parties hereto in writing signed by the party to be charged."

IV. **The title of Article 5 shall read as follows:**

"INSURANCE, INDEMNIFICATION, AND BONDS"

V. **Section 5.1(d) shall be amended to read as follows:**

"Professional Liability. Professional liability insurance in the amount not less than two million dollars ($2,000,000). This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage."

VI. **Section 5.5 shall be added as follows:**

"Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Contractor's fee shall be negotiated, for each Task Order, on a Time and Material, Not-to-Exceed basis, in accordance with the hourly rate schedule, attached hereto as Exhibit "C-1".

II. All Task Orders must be performed within the budgetary limits established for each project, unless authorized otherwise, in advance in writing, by the Contract Officer and/or the Director of Finance.

III. All Task Orders shall be specified in writing, including, but not limited to, the Not-to-Exceed fee for services rendered.

IV. An annual task order is authorized for up to the approved budgetary amount to start work upon execution of this contract and notice to proceed by the Contract Officer. The Contractor agrees not to seek any compensation from the City for any and all work performed and costs incurred in excess of the City's approved budgetary amount.

V. Hourly rates, set forth in Exhibit "C-1", may be modified upon approval of the Contract Officer, on an annual basis.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

Labor Classification	Hourly Rate Range
Principal	$230
Project Executive / Management Consultant	$205 - $220
QA/QC Manager	$210
Senior Program Manager	$200 - $210
Program Manager	$190 - $195
Senior Project Manager	$200
Project Manager	$175 - $215
Assistant Project Manager	$175
Senior Construction Manager	$200
Construction Manager	$190
Assistant Construction Manager	$175
Structures Representative	$195
Project Controls Engineer	$145
Labor Compliance/Document Control/Admin	$130
PE Licensed Inspector	$170
Public Works Inspector	$152
Accessibility Expert / CASp Inspector	$294
Deputy Inspection	$146
Project Designer	$110 - $130
CADD Drafter	$110 - $145
Public Works Technician	$105
Administrative Assistant	$105
Plan Check Engineer	$150 - $190

Notes:
1. The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services.
2. Rate applies to the first four hours of overtime during the week and/or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.
3. Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination # SC-23-63-2-2021-1D Issued 8/22/2021.
4. A Special Shift is any shift that starts after 5:00 PM and before 6:00 AM.
5. The following minimum callout applies to inspection staff, in accordance with Industrial Welfare Commission Order #16-2001:
- Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum
- Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum

6. For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone

line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards/batch plants, overnight postage/couriers, etc., are billed at actual cost plus 10 percent (10%) to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the client unless specifically included in the contract or requested and approved by the client in writing prior to incurring the additional expense.

Fees for Subconsultant Services: Billed at actual cost, plus 15 percent (15%) to cover overhead and administration.

Escalation: This rate schedule is effective through June 30, 2024, except as noted above for Prevailing Wage covered classifications. Should the contract duration be extended beyond June 30, 2024, rates will be subject to prevailing wage increases as noted above, non-prevailing wage salary increases, and overhead increase based on current Los Angeles-Riverside-Orange County Consumer Price Index to accommodate inflationary trends, salary adjustments, and the general cost of doing business, as mutually agreeable to the parties and approved via contract amendment prior to implementing higher rates. In the event the contract is subject to delays that are beyond Ardurra's control, a request will be made to increase the billing rates to Ardurra's current standard rates, and the client will use all reasonable effort to allow such billing rate increase.

Exclusions to Scope and Rates: The following items are specifically excluded:

- Legal advice
- Construction labor, materials and/or equipment
- Additional services not specifically called for in the proposal
- Expert witness services
- Standby services

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. In the case of emergency work, Contractor shall be available to provide services within 48 hours, in response to issuance of a Task Order by the Contract Officer.

II. The Contractor shall provide a detailed schedule, in format approved by the Contract Officer, for each Task Order. No work shall be authorized unless the Contract Officer has first approved the schedule.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Mark Lauderback, Chief of Police

DATE: 06/27/2022

SUBJECT: **Approve a Contract Services Agreement for Police Towing and Storage**

RECOMMENDATION

Approve a contract services agreement with Russell's Towing to provide police towing and storage services.

DISCUSSION

Russell's Towing is the City's exclusive provider of vehicle towing and storage services and their five-year contract expires June 30, 2022. The City initiates two types of tows: 1) police generated tows which can be called in by the Police Department or other City staff involving the towing of a vehicle for a lawfully necessitated purpose, and 2) for roadside assistance for all City-owned vehicles and trailers, including jump starts, lockouts, tire changes, and towing.

The Police Department recently conducted a Request for Proposals (RFP) for these services and received five proposals. Proposals were evaluated based on the following criteria, approach and work plan to perform the required scope of services, qualifications and experience of the key project manager and other individuals, clarity of the proposal, and compliance with the proposal requirements.

Russell's Towing was ranked as the highest rated proposal. They have provided towing and storage services to the City since 2017 and have been in business since 1989. Russell's Towing is also a member of the California Highway Patrol towing rotation. Their office is staffed seven days a week, from 8:00 a.m. to 5:00 p.m. allowing for vehicle releases every day.

The initial contract term is for three years with two one-year extensions at the City's option.

BUDGET IMPACT

None. Under the terms of the contract, all towing and storage services for City-owned vehicles are provided without charge. Private vehicle towing and storage costs are borne by the owner of the vehicle and paid directly to the contractor.

LEGAL REVIEW

The City Attorney has approved the attached agreement.

APPROVED BY: Peter Grant, City Manager

Attachments

Russell's Towing Contract

Exhibit "A" - California Highway Patrol (CHP) Tow Service Agreement

---

POLICE TOWING & STORAGE
CONTRACT SERVICES AGREEMENT

This POLICE TOWING & STORAGE CONTRACT SERVICES AGREEMENT is entered into effective the __ day of ___, 2022, ("Agreement") by and between CITY OF CYPRESS, a charter city and California municipal corporation ("City") and RUSSELL's TOWING ("Operator") (collectively, the "Parties").

R E C I T A L S

A. As a material inducement to the City entering into this Agreement, Operator represents and warrants that Operator is a first class provider of towing and storage of vehicles as requested by the City of Cypress Police Department ("CPD"), and is experienced in performing the work and services contemplated herein. In light of such status and experience, Operator warrants and represents that it shall follow the highest professional standards in performing the work and services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class operators performing similar work or services under similar circumstances.

B. This Agreement contains terms and conditions that Operator agrees to comply with in consideration of the exclusive nature of this Agreement.

C. This Agreement does not establish any agency relationship between Operator, City, and/or CPD, and Operator is not acting as an agent for City or CPD when performing services under this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, promises, and undertakings hereafter contained, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

A G R E E M E N T

1. TERM OF AGREEMENT.

The term of this Agreement is for a three (3) year period commencing on July 1, 2022 and concluding, unless extended by City as authorized herein, on the close of business on June 30, 2025. City, through its manager, shall have the right, in its sole and unfettered discretion, to extend the term of this Agreement by giving notice to Operator, not later than thirty (30) calendar days prior to expiration of this Agreement, for two (2) additional one (1) year extended terms. In the event City exercises its option to extend the term of the Agreement, all terms, conditions, and provisions of the original Agreement shall remain the same and apply during the extension period, with the exception that (i) the service charges may be renegotiated between City and Operator in good faith, and (ii) City may impose any additional conditions necessary to improve service to the public. If City exercises its option(s) under this Section 1, Operator understands and agrees that, for any extended term of this Agreement, any adjustments (increases or decreases) in rates

charged for towing services and/or additional conditions must be approved by the Cypress City Council.

2. INCORPORATION OF CALIFORNIA HIGHWAY PATROL TOW SERVICE AGREEMENT, CHP 234 (07-2021) OPI 061.

A. Operator's performance of this Agreement shall be governed, unless otherwise provided herein, by the terms and conditions of that certain "Tow Service Agreement, 2021-2022," executed and issued by the State of California Department of California Highway Patrol, CHP 234 (07-2021) OPI 061 (the "CHP Tow Service Requirements") and attached hereto as Exhibit "A," which terms and conditions are expressly incorporated into this Agreement. If, during the term of this Agreement or during any extended term thereto, the California Highway Patrol changes the CHP Tow Service Requirements, Operator shall provide written notice to the City per Section 23 of said changes within thirty (30) days. If the City Manager, in his/her sole discretion, approves of the changes to the CHP Tow Service Requirements, he/she may incorporate said changes into this Agreement by approving of the changes in writing. If, however, the changes to the CHP Tow Service Requirements materially alter the City's monetary or non-monetary obligations in this Agreement, or materially alter the scope or nature of the services provided hereunder, then the City Manager shall present the changes to the City Council for review and approval. It shall be within the discretion of the City Manager to determine if an alteration to the CHP Tow Service Requirements is material..

B. During the entire term of this Agreement, or any extension(s) thereof, Operator shall be a signatory to, approved for, and in good standing with, the CHP Tow Services Requirements, as the same may be amended from time to time. No work or services under this Agreement shall commence until Operator has provided City with proof that it is a signatory to and in good standing with the CHP Tow Services Requirements.

C. Where Operator shall be required to perform services hereunder different than, or in addition to, those specified in the CHP Tow Service Requirements, the same shall be specified herein. Where there is a conflict between this Agreement and the CHP Tow Services Requirements, this Agreement shall govern.

3. **INCORPORATION OF CONTRACT DOCUMENTS**

A. This Agreement shall also include the Request for proposal or Invitation for Bids, the Proposal Questionnaire, and the Contractor's accepted bid proposal ("Contract Documents"), which shall be incorporated herein by this reference as though fully set forth in this Agreement. Where there is a conflict between the Contract Documents, the CHP Tow Service Requirements, and this Agreement, the terms of this Agreement shall govern.

4. TOW TRUCK CLASSIFICATIONS.

A. Operator shall equip, repair, and maintain all tow trucks covered under this Agreement in accordance with the provisions set forth in the CHP Tow Service Requirements. In addition, Operator shall have in its fleet of vehicles and available to provide requested services to City at least one (1) vehicle in each of the following classes of vehicles:

1. Class A - Light Duty. Class A tow trucks shall have a manufacturer's GVWR of at least 14,000 pounds.

2. Class B - Medium Duty. Class B tow trucks shall have a GVWR of at least 26,001 pounds. The truck shall be capable of providing and maintaining continuous air to the towed vehicle.

3. Class C - Heavy Duty. Class C tow trucks with three axles and a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4. Class D - Super Heavy Duty. Class D tow trucks with three axles and a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle; provided, however, the Police Chief, or his/her designee, may waive this requirement.

5. TOW TRUCK DRIVERS.

A. Operator shall comply with the provisions set forth in the CHP Tow Service Requirements.

B. In addition, Operator shall ensure that tow truck drivers ("Drivers") responding to calls initiated by CPD are qualified and competent employees of Operator. Operator shall ensure that the tow truck Drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through CPD rotation. Tow truck Drivers shall be at least 18 years old and possess the following minimum class Driver license:

1. Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate. The Class A license must be endorsed to allow operation of special vehicle configurations and/or special cargoes.

2. Class B tow truck - A valid Class B license for non-regulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to Vehicle Code § 34500.

3. Class C and D tow trucks - A valid Class A license with valid medical certificate.

C. Operator shall maintain a current list of drivers.

1. Operator shall provide a current list of his/her Drivers to CPD upon implementation of this Agreement and not less than monthly thereafter. Operator shall notify CPD in writing upon any change in Driver status, including the addition of any new Driver(s), or the deletion of any Driver(s) and revocation or suspension of a Driver's license. An updated list shall be provided to CPD within seven (7) calendar days of any change in driver status.

2. Operator shall, at a minimum, maintain the following information for each employee, and provide the same to the Police Chief not less than monthly:

a. Full name.

b. Date of Birth.

c. California driver license number and expiration date.

d. Copy of valid medical certificate (if required).

e. Job title/description.

f. Current home address.

g. Current home phone number.

h. Type(s) of truck(s) driver has been trained and instructed to operate.

i. Certificate showing driver is California Tow Truck Association (CTTA) trained.

D. Drivers must maintain a neat, clean, and professional appearance at all times. Drivers must wear a distinctive uniform with shirttails tucked into the waistband of their pants.

6. <u>RATES.</u>

A. As of the effective date of this Agreement, the approved rate structure for all towing, storage, and related services requested by CPD is contained in the CHP Tow Service Requirements and as attached hereto as Exhibit "B" and incorporated herein by reference.

B. Operator agrees that it shall, at no charge, tow such City vehicles as may be requested by City from time to time in and around Southern California. Operator

further agrees to tow City's "show mobile" (City's semi tractor-trailer with a mobile stage used for performances, concerts, and exhibits), also at no charge, to not more than 25 different locations in any year of this Agreement, provided such locations shall not exceed a distance of ten (10) miles from the show mobile's point of origin.

C. Operator must obtain formal written approval from the Police Chief before changing rates above those approved in Exhibit "B," attached hereto.

7. OPERATOR RESPONSE TO CALLS.

Operator shall comply with the provisions set forth in the CHP Tow Service Requirements.

8. STORAGE OPERATIONS.

A. Operator Responsibilities. Operator shall comply with the CHP Tow Service Requirements.

B. In addition, Operator shall comply with each of the following requirements:

1. Operator shall be responsible for all vehicles stored by Operator, together with all accessories and equipment on each vehicle and all personal property in each vehicle. It shall be Operator's responsibility to protect the stored equipment and property against loss or damage by fire, theft, weather or other causes. In the event of loss or damage to a stored vehicle, its accessories or equipment, or personal property contained in the vehicle, Operator shall be responsible to the owner for all losses or damages. Personal property in vehicles stored by Operator shall not be disposed of to defray any charges for the towing or storing of a vehicle; and, if not called for by the owner within thirty (30) days after date of notice by CPD of impound or storage, all such property shall be disposed of in accordance with all State, County and Municipal laws, statutes, ordinances and regulations.

2. Operator shall take all reasonable precautions as directed by CPD to avoid damage to any evidence, such as finger prints or stains. Vehicles taken into custody that involve evidence shall be stored in a secured locked area which is protected against entry by unauthorized persons. Operator shall park all stored or impounded vehicles in such a manner as to prevent any damage while other vehicles are being moved or parked in the vicinity of said vehicles.

3. Operator must maintain a locked and secured storage area for vehicles held for police investigation or preservation of evidence ("Police Hold Vehicles"). Police Hold Vehicles shall be placed in a secured, enclosed, inside storage area ("Inside Storage Area"). The Police Hold Vehicles Inside Storage Area shall be capable of being secured in a manner

acceptable by the Police Chief, or his/her designee, so as to assure the integrity and chain of custody of evidence or other information derived from a vehicle which is subject to a police hold. Vehicles so stored shall not be moved, relocated, or physically touched by employees of Operator except as authorized by the Police Chief, or his/her designee.

C. Storage Facilities.

1. Operator shall maintain a vehicle storage area to impound towed vehicles large enough to accommodate all vehicles stored less than thirty (30) days. The primary vehicle storage area must have the legal storage capacity for eighty (50) vehicles.

2. All vehicles impounded or taken into custody by CPD must be stored by Operator in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height. A fence or wall enclosures shall be maintained and repaired in good condition throughout the term of this Agreement. Such fences or walls shall be repaired within twenty-four (24) hours of the time of any damage thereto to insure proper protection of the stored vehicles. The storage area must be paved with concrete or asphalt and maintained in good condition. The Police Chief, or his/her designee, may modify security requirements necessary to coincide with local conditions.

3. The storage facility shall be open and attended from 8:00 a.m. to 5:00 p.m., Monday through Friday, 8:00 a.m. to 12:00 p.m. on Saturday and 3:30 p.m. to 5:00 p.m. on Sunday. The storage facility shall have a responsible person on call on a twenty-four (24) hour basis, seven (7) days a week. The designated on-call person(s) shall be available to release vehicles during the hours the storage facility is not open and attended.

D. Location and Maintenance of Storage Facility.

1. Operator shall maintain and provide a place of business and storage facilities for the vehicles stored under this Agreement within two (2) miles from the boundaries of City, as may be modified from time to time. The business address and primary storage facility shall be located reasonably close to the police station, as determined by the Police Chief in his/her sole opinion.

2. The primary storage facility shall be at the same location as the business address. The vehicle and personal property shall be released at a primary storage facility upon request of the owner. Except with respect to Police Hold Vehicles, upon proper identification or proof of authority, the owner or his designated representative shall be permitted to remove personal

effects from a stored vehicle without reference to any costs or charges pending because of towing or storage of said vehicle. Police Hold Vehicles shall not be released without the presentation of a fully executed property release form issued by the Cypress Police Department, and upon compliance with this paragraph.

3. Operator shall furnish the Police Chief, or his/her designee, with the addresses of all storage facilities whenever there is a change.

4. All storage facilities shall meet all City land use, zoning ordinance requirements and the specifications stated in this Agreement and shall be approved by City Director of Community Development. All landscaped and paved areas of Operator's premises shall be maintained in a neat and orderly condition with the landscape in a healthy condition and free of weeds and litter. Any graffiti shall be removed within 24 hours of discovery by Operator or notice from the City or CPD.

5. Any storage space shall be kept free of weeds, litter, debris, and any other materials or substances or any automotive parts unless said parts are stored as evidence for the Police Department. Operator shall avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, County or Municipal regulations.

6. Operator shall post not less than one outdoor sign at each storage facility, at or near the entrance thereof, identifying Operator's name, telephone number, and the business telephone number of CPD. All such signs shall comply with City's Municipal Codes, and to the satisfaction of its Director of Community Development.

9. INSURANCE REQUIREMENTS.

A. Operator shall comply with the CHP Tow Service Requirements, except:

(a) The Commercial Business Automobile Liability Insurance will have a combined single limit of not less than $2,000,000 for each class of tow trucks for bodily injury and property damage coverage;

(b) The Garage Liability Insurance shall have a combined single limit of not less than $2,000,000

B. Contractor also shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance with coverage limits of no less than $2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability

Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits, limits, deductibles, self-insurance retentions, or similar forms of coverage limitations or modifications as required by state law.

C. No work or services under this Agreement shall commence until Operator has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Proof of insurance certificates must be sent directly to the City Clerk's Office. All of the above policies of insurance shall be primary insurance and shall name City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, its representatives, officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, Operator shall, prior to the cancellation date, submit new evidence of insurance to City.

10. INSPECTIONS.

Operator shall comply with the CHP Tow Service Requirements.

11. BUSINESS RECORDS.

A. Operator shall maintain records, at its place of business, relating to tow services furnished under this Agreement, including a description of vehicles, nature of service, tow truck Driver's name, start time, end time, location of call, and itemized costs of towing and storage.

B. Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-CPD tows.

C. CPD may inspect all Operator records without notice during normal business hours.

D. Operator shall permit CPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. CPD shall provide a receipt for any (original) records removed from the place of business.

E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.

F. Failure of Operator to comply with the records requirement shall be cause for termination of this Agreement.

G. Operator shall notify CPD monthly in writing of all vehicles that have been sold via Lien Sale.

12. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

The experience, knowledge, capability and reputation of Operator, its principals and employees were a substantial inducement for City entering into this Agreement. Therefore, Operator shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. As a condition of approval, City may require any subcontractor to provide City with Certificates of Insurance naming City as an additional insured and other documentation of compliance with Vehicle Code provisions applicable to a towing operation, such as current inspection reports by CHP. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Operator, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Operator or any surety of Operator of any liability hereunder without the express consent of City. City's consent to one assignment shall in no way be deemed to be acceptance to any further assignment.

13. DEMEANOR AND CONDUCT.

A. While involved in CPD requested tow operations, Operator and/or its employees shall refrain from any act(s) of misconduct, to include, but not limited to, any of the following:

1. Rude or discourteous behavior.

2. Lack of service, selective service, or refusal to provide service which Operator is/should be capable of performing.

3. Any act of sexual harassment or sexual impropriety.

4. Unsafe driving practices.

5. Exhibiting any objective symptoms of alcohol and/or drug use.

6. Appearing at the scene of a CPD tow call with the odor of an alcoholic beverage emitting from his/her breath. Operator/tow truck Driver shall submit to a preliminary alcohol screening test upon demand of CPD.

B. All CPD related tow service complaints received by CPD against Operator (or its employees) will be accepted and investigated in a fair and impartial manner. In any event, Operator will be notified of the results of any investigation.

14. <u>COMPLIANCE WITH LAW.</u>

A. Operator, and its employees, shall, at all times, comply with all federal, state, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to Operator as promulgated by the California Department of Transportation, the California Highway Patrol, and industry practices endorsed by the California Tow Truck Association (refer to Exhibit "A" for selected California Vehicle Code Sections for general guidelines).

1. In the event of a misdemeanor traffic violation(s) by Operator's tow truck Driver(s) which is/are known by CPD, Operator shall be advised of the violation(s) by CPD. Operator will be granted the opportunity to take necessary steps to ensure that such Driver(s) drives in compliance with law. Any subsequent traffic violation(s) may be cause for termination of this Agreement and/or suspension of involved employee(s).

2. Any traffic violation(s) involving a felony may be cause for termination of this Agreement and/or suspension of the involved employee.

B. The provisions contained herein do not preclude CPD from taking appropriate enforcement or administrative action for any violations of law.

C. Any conviction of Operator or its officers involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felon driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CPD requested tow, shall be cause for declaring a default of this Agreement.

D. Any conviction of an employee of Operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CPD requested tow, shall be cause for declaring a default of this Agreement.

E. Operator, its officer(s), agent(s), or employee(s), arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

15. LICENSES, PERMITS, FEES & ASSESSMENTS.

Operator shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Operator shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services requested by this Agreement.

16. ADVERTISING.

A. Operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with CPD or the Department of Motor Vehicles.

1. Examples include, without limitation, "Official CPD Tow," "Approved by CPD," "CPD Tow."

2. The provisions under this Section 16 shall not preclude the Police Chief, or his/her designee, from implementing a system to mark and identify particular tow trucks as having passed CPD inspection.

17. TERMINATION OF AGREEMENT FOR CAUSE.

A. Notice & Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. Events of default include, without limitation:

1. Overcharging by Operator

2. Failure by Operator to respond to calls as required, meet the maximum response time requirements set by the CHP Tow Service Requirements, meet the Average Response Time on a regular basis, or perform the required towing or service as required by this Agreement;

3. Failure of Operator to maintain the minimum insurance requirements as set forth in the Agreement;

4. Driver misconduct or criminal violations identified hereinabove;

5. The prohibited transfer or subcontracting/assignment of services in violation of this Agreement;

6. Failure to maintain all permits, licenses, or certifications required by law;

7. Failure to maintain storage operations in a secure, safe, neat and clean condition; or

8. A violation of the Biennial Inspection of Terminals (BIT) Program requirements.

The Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). The Defaulting Party shall be deemed in "Default" under this Agreement, if said breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such breach or failure within thirty (30) calendar days after the date of such notice ("Cure Period"). However, if such non-monetary breach or failure cannot be cured within such Cure Period, and if and, as long as the Defaulting Party does each of the following:

1. Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) calendar day period;

2. Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default;

3. Promptly commences to cure the Default within the thirty (30) calendar day period;

4. Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

5. Diligently prosecutes such cure to completion.

B. Termination. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any Default, or fail to diligently pursue such cure as prescribed above, or should the default prove uncurable or persistent after attempted cure, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement for cause ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate this Agreement within thirty (30) calendar days (or less) and state the reasons therefor (including a copy of any specific charges of Default) and a description of the evidence upon which the decision to terminate is based. Except as otherwise provided herein, upon such termination all executory obligations under this Agreement that accrue or arise subsequent to the date of termination shall also terminate, but obligations that have accrued or arisen prior to such termination shall remain in full force and effect.

C. Rights & Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

D. No Waiver. Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any Default shall not operate as a waiver of any Default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

E. Suspension form Rotation List. City may suspend Operator from its participation in the rotation list for any period in which Operator is in default of this Agreement, including without limitation, while (i) Operator is in the process of curing a default or pending the cure periods set forth above, or (ii) pending any investigation of a default. City will use reasonable, good faith efforts to conduct investigations identified in this Section without unreasonable delay. City shall promptly notify Operator of its intent to suspend Operator's services under the rotation list in a writing stating the grounds for such suspension.

18. TERMINATION FOR CONVENIENCE.

Notwithstanding any other termination rights in this Agreement, either party may elect, in its sole discretion, to terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other party. Where the City determines to terminate this Agreement without cause, the period of notice may be such shorter time as may be determined by City Upon receipt of any notice of termination from the City, Operator shall immediately cease all services hereunder except such as may be specifically approved or directed by City. Termination pursuant to this Section shall be performed without liability on behalf of City.

19. COMPENSATION.

Operator agrees to perform the services herein and to receive, as full payment, the rates described in Exhibit "B" as the same may be modified from time to time only if the Parties agree in writing.

20. INDEMNIFICATION.

Operator agrees to indemnify City, its officers, agents, and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Operator, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Operator hereunder, or arising

from Operator's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the active negligence or willful misconduct of City.

21. ATTORNEY'S FEES.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

22. CORPORATE AUTHORITY.

A. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) such party is authorized to execute and deliver this Agreement on behalf of said party, (iii) entering into this Agreement is not contrary to the contentions of any party in any litigation involving the parties hereto, (iv) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (v) the entering into this Agreement does not violate any provision of any other Agreement to which such party is bound.

B. Operator, and the agents and employees of Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of City or CPD.

23. NOTICE.

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth immediately below as to City, and the address following the signatures below as to Operator. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing, if mailed as provided in this Section.

To City: City of Cypress
5275 Orange Avenue
Cypress, CA 90630
Attn: City Manager & Police Chief

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave Ste 1700
Irvine, California 92612
Attn: Anthony R. Taylor, Esq.

24. INTERPRETATION.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. All recitals preceding the terms of this Agreement are incorporated into the terms hereof and understood as binding obligations.

25. INTEGRATION; AMENDMENT.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

26. SEVERABILITY.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

27. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

No officer or employee of City shall be personally liable to Operator, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Operator or to its successor, or for breach of any obligation of the terms of this Agreement.

28. CONFLICT OF INTEREST.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Operator warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

29. COVENANT AGAINST DISCRIMINATION.

Operator covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or

segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Operator shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

30. AMENDMENTS.

The terms of this Agreement may be modified only by written amendment executed by both Parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date stated in hereinabove in this Agreement.

"CITY"

CITY OF CYPRESS,
a charter city & municipal corporation

_____
Paulo Morales, Mayor

Attest:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
City Attorney

"OPERATOR"
Russell's Towing

_____
Name:
Title: OWNER

RUSSELL SCOTT
_____
Name:
Title:

Address: 8210 MONROE AVE
STANTON CA 90680
Telephone: 714 999 0886
Fax: 714 220-9060
E-mail: RUSSELLSTOWING@BLUETIEHOME.COM

[END OF SIGNATURES]

EXHIBIT "A"
TOW SERVICE AGREEMENT, 2021-2022,
STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL,
CHP 234 (07-2021) OPI 061

EXHIBIT "B"

TOW & STORAGE RATES

All services are billed hourly portal to portal.

Towing	**Rate**
Light Duty Tow	$185.00 per hour
Medium Duty Tow	$225.00 per hour
Heavy Duty Tow	$325.00 per hour
Storage	**Rate**
Light Duty Storage	$50 per calendar day
Medium Duty Storage	$65 per calendar day
Heavy Duty Storage	$65 per calendar day

Other

Towing of City Vehicles – No Charge
All Evidence Towing and Storage – No Charge

2021 — 2022

TOW SERVICE AGREEMENT

JULY 2021

TABLE OF CONTENTS

ELEMENT **PAGE**

1. TOW DISTRICTS 1
2. ROTATION LISTS 2
3. TOW OPERATORS 4
4. TOW OPERATOR'S BUSINESS 7
5. FINANCIAL INTEREST 9
6. RESPONSE TO CALLS 9
7. STORAGE YARD 12
8. TOW TRUCK DRIVERS 14
9. TOW TRUCK CLASSIFICATIONS 15
10. GENERAL EQUIPMENT SPECIFICATIONS 17
11. INSPECTIONS 18
12. RATES 20
13. COLLUSION 24
14. INSURANCE 25
15. ANNUAL OPEN ENROLLMENT MEETINGS 26
16. DEMEANOR AND CONDUCT 26
17. TOW COMPLAINTS 27
18. COMPLIANCE WITH LAW 27
19. COMPLIANCE WITH TOW SERVICE AGREEMENT 28
20. DISCIPLINARY ACTION 29
21. TERMS OF DISCIPLINARY ACTION 30
22. HEARING/APPEAL 31
23. MIDTERM REVIEW 32
24. ADVERTISING 32
25. CANCELLATION 33
26. OPERATOR APPROVAL 34
ATTACHMENT A 35

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW SERVICE AGREEMENT
CHP 234 (07-2021) OPI 061

This Tow Service Agreement (TSA) contains terms and conditions that a company agrees to comply with in order to receive and maintain a rotation tow listing with the California Highway Patrol (CHP). Participation in the CHP Rotation Tow Program is voluntary and is not intended to be a main source of income. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the CHP and is not acting as an agent for the CHP or the State of California when performing services under the TSA. Exceptions to compliance with the TSA shall not be authorized by verbal agreement. Any exceptions shall be documented as a written addendum by the Area commander, with justification, and shall have the Division Chief's approval.

1. TOW DISTRICTS

A. The CHP Area commander shall establish tow districts for each class of tow truck to facilitate the distribution of calls and meet the needs of the CHP with regard to response time and availability of tow services.

B. Within each tow district, the Area commander shall determine the maximum response time, reasonable rates, minimum number of trucks, and any applicable addendum annually.

1) The Area commander may require more than one tow truck in each class in tow districts where rapid response for congestion relief is required.

2) Addendums shall be approved by Division prior to implementation and a copy forwarded to Research and Planning Section as well as the individual operator.

3) Addendums with major cost incurring changes shall contain a fair and equitable projected date for compliance.

C. An operator shall have a business office and storage yard located within the district they serve, unless this requirement is waived by an addendum, with justification, from the Area commander in order to meet specific Area needs.

D. An operator with a business and storage yard in one CHP Area shall provide service in only that Area command. If also applying for an adjacent Area, without having the required business and storage yard, the need must exist, and be approved by an addendum from both adjacent Area commanders with the Division commander's concurrence.

E. A secondary storage yard does not qualify an operator for an additional tow district.

F. Within each tow district, the CHP shall maintain separate rotation tow lists for each class of tow truck to ensure an equitable distribution of calls.

2. ROTATION LISTS

A. A call to an operator shall constitute one turn on the list, and the operator shall be moved to the bottom of the list.

1) This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.

B. If it is determined the operator is not needed and is canceled by the CHP, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back at the top of the list.

C. If the operator responds to a CHP call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.

1) Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and Section 22851[a][1] of the California Vehicle Code [CVC]).

2) Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the tow company the towing charges incurred at the time service is concluded (Section 22851[a][2] CVC).

NOTE: Simply attaching a cable to or blocking a vehicle does not constitute recovery or load salvage operations.

D. Nothing in the TSA shall prohibit an Area commander, supervisor, or scene manager, from requesting a specific tow company when, in their opinion, the necessary resources to clear a hazard are not available from the tow company currently at the top of the rotation tow list.

1) In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed, would remain in the same list order.

E. Nothing shall prohibit a Class B, C, or D operator from maintaining a position on a lighter class rotation list, provided the tow truck meets the equipment specifications for that class of operation.

1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

F. A Salvage and Recovery Rotation Tow List shall be established for each Area office when there are tow operators who meet the Salvage and Recovery Rotation Tow List qualifications established in Item G.

1) The Salvage and Recovery Tow List may be for each tow district or for the entire Area.

2) This list shall be utilized whenever a large commercial vehicle is overturned and/or down an embankment, or a total burn, regardless of the officer's request.

3) This list **shall not** be utilized for a large commercial vehicle which is upright and on all wheels.

4) If an operator receives a call for Salvage/Recovery in error due to incorrect information (i.e., vehicle type, weight, type of equipment), the operator shall immediately pass the call and be placed back on top of the rotation list if no recovery attempts are started.

a) In the event the operator attempts to start recovery on a Salvage/Recovery call they knowingly should have turned down, they shall be placed on the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.

5) Salvage and recovery operations shall be handled in a professional manner.

6) Salvage and recovery operations exceeding two hours from time of arrival on scene shall be justified.

7) If an operator is dismissed from the scene due to obvious incompetency, the operator shall be placed at the bottom of the list, no billing charges shall occur, and may be subject to further disciplinary action.

G. Those operators on the Salvage and Recovery Rotation Tow List shall respond with the following:

1) At least one (1) driver shall have five (5) verifiable years of for-hire salvage and recovery experience.

a) The five (5) verifiable years of for-hire salvage and recovery experience shall be determined by the CHP.

b) The driver with five (5) verifiable years of for-hire salvage and recovery experience shall not be shared between tow operators. If two operators combine for salvage and recovery response, both drivers shall have five (5) verifiable years of experience.

2) In order to qualify for the Salvage and Recovery Rotation Tow List, an operator shall possess two (2) tow trucks of the appropriate class. One (1) shall be a Class D tow truck and one (1) Class C tow truck.

a) Depending on an Area's needs and a tow operator's equipment availability, the Area commander may allow an operator to respond with one of the following to meet the two (2) tow truck response criteria:

1) Two (2) Class C tow trucks.

2) One (1) Class C tow truck and one (1) Class B tow truck only in remote Areas in the state where traffic congestion is not an issue.

3) If the Area does not have sufficient operators who meet the two-truck requirement, they may allow two operators from within the same Area to combine, with Area approval, in order to meet the needs of the Area through an approved addendum.

NOTE: A Quick Swap unit does not qualify for the Salvage and Recovery Tow List.

3. TOW OPERATORS

A. Operators applying for the rotation tow program shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an open enrollment period in order to qualify for a rotation tow listing.

1) The three (3) verifiable years of for-hire experience shall be determined by the CHP.

B. Operators and owners who do not meet the three (3) verifiable years of for-hire towing experience, may be considered if a full-time manager is employed who possesses three (3) verifiable years of for-hire tow experience, as an owner, principal, or full-time manager.

1) The three (3) verifiable years of for-hire experience, as an owner, principal, or full-time manager shall be determined by the CHP.

C. Management experience shall be determined and qualified by the CHP as follows:

1) The designation of "manager" implies general power and permits reasonable inferences that the employee so designated is vested with the general conduct and control of their employer's business.

2) An individual who has charge and control of a business and is vested with a certain amount of discretion and independent judgment.

D. If the manager ceases to be employed by the company, the TSA shall be immediately suspended until a new manager is approved by the CHP.

E. Operators and owners applying for an additional identified business/terminal(s) located in a different CHP Area(s), shall utilize a full-time manager pursuant to Items B and C (above) in each Area. A manager shall not be shared between Areas.

F. New operators, managers, and tow truck drivers, involved with the CHP Rotation Tow Program, shall be fingerprinted via Live Scan for the purpose of conducting criminal history inquiries.

1) New operators, managers, and tow truck drivers shall submit to the Area a CHP 234F, Tow Operator/Driver Information, pay the appropriate Live Scan Fees and obtain a BCIA 8016, Request for Live Scan, form if the Live Scan is performed at a location other than the Area office. No Live Scans shall be performed prior to this action.

2) Any operator, manager, or tow truck driver who separates from the rotation tow program, in excess of one year, shall be fingerprinted for the purpose of conducting a criminal history regardless of prior criminal history clearances upon reapplication (e.g., CHP Evidence Tow Contract, Freeway Service Patrol).

3) The CHP will receive subsequent arrest/conviction notifications for all operators, managers, and tow truck drivers.

4) An operator shall notify the CHP of any arrest and/or conviction of a tow truck driver, manager, or the operator, prior to the beginning of the next work shift.

a) Failure to make notification should be cause for disciplinary action.

5) The Area tow officer shall be notified immediately by an operator upon a manager's or tow truck driver's separation from the rotation tow program.

G. Operators shall have all tow truck drivers involved with CHP rotation tow operations participate in a controlled substance and alcohol testing (CSAT) program.

1) Drivers requiring a Class A, Class B, or commercial Class C license (endorsed for hazardous materials transportation) shall participate in a CSAT program as defined in the Code of Federal Regulations, Title 49, Parts 40 and 382.

2) Drivers not required to possess a Class A, Class B, or commercial Class C license shall be enrolled in a CSAT program consistent with the requirements as outlined in Item G.1 (above) which shall not be a self-administered program.

3) The operator shall ensure selection pools for commercial and noncommercial licensed drivers are maintained separately.

4) A driver possessing a noncommercial driver license who returns with a positive test result, which includes medicinal or recreational use of marijuana, shall meet the same reinstatement requirements as a driver required to possess a commercial driver license.

5) The operator shall provide a current list of all drivers and proof of enrollment in the CSAT program to the Area office during the open enrollment period.

6) Upon the addition of a new driver, an operator shall be granted a maximum of 30 days to enroll the driver in a CSAT (or consistent) program and provide proof to the Area office.

H. The operator shall provide a current list of all drivers and proof of enrollment in a CSAT and/or program consistent with the requirements as outlined in Item G.1 (above), to the Area office during the open enrollment period.

I. The operator, manager, and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.

1) The operator shall provide a current list of all managers and drivers, and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, to the Area office during open enrollment.

a) The operator's signed and dated EPN report shall be kept on file in the Area office.

2) Upon the addition of new managers or drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.

J. The operator shall maintain a current list of drivers and provide a current list of drivers to the Area every six (6) months.

1) When a driver is no longer employed by the operator, the operator shall immediately notify the Area.

K. Operators shall have a Carrier Identification number and a valid Motor Carrier Property (MCP) permit. The MCP documentation shall be provided to the Area office during the open enrollment period.

1) The expiration of an operator's MCP and/or suspension of the MCP, pursuant to Section 34623 CVC, shall result in the immediate suspension of the tow operator, as well as additional disciplinary action which may be imposed by the Area commander.

L. Operators shall have a sufficient number of drivers in order to comply with hours-of-service. All drivers shall comply with intrastate and/or interstate hours of service pursuant to Title 13, Sections 1212 and 1212.5 of the California Code of Regulations (CCR).

1) Operators shall ensure their drivers' record of duty status complies with Title 13, Section 1213 CCR.

4. TOW OPERATOR'S BUSINESS

A. An operator's place of business shall have a sign which clearly identifies it to the public as a tow service.

1) The sign shall have letters which are clearly visible to the public from the street and shall be visible at night.

B. Business hours shall be posted in plain view to the public.

C. An operator's place of business shall have posted in plain view to the public the "Towing and Storage Fees and Access Notice" and copies of the notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.

1) The "Towing and Storage Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(e) CVC.

D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours.

1) Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

NOTE: When the Area office is closed in observance of a holiday, the tow operator may also be closed.

E. An operator's place of business shall be open during normal business hours pursuant to Section 22651.07 (d) CVC except for the recognized holidays outlined on D.1. above.

F. The operator shall maintain records of all tow services furnished at the operator's primary business office. (Note: printable electronic records are acceptable.)

1) Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.

2) Itemized invoices shall contain a distinct notice upon the invoice stating "Upon request, you are entitled to receive a copy of the Towing and Storage Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.

G. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status (intrastate and/or interstate), Federal Communication Commission licensing (if applicable), and non-CHP tows.

H. The CHP may inspect **all** operator records relating to compliance with the TSA and Section 2424 CVC without notice during normal business hours.

I. Operators shall permit the CHP to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

1) The CHP shall provide a receipt for any record removed from the place of business.

J. An operator shall maintain business records for a period of two (2) years (effective July 1, 2012), plus the current term of this TSA, and shall make them available for inspection.

1) Failure of the operator to comply with the aforementioned inspection requirements shall be cause for disciplinary action.

5. FINANCIAL INTEREST

A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the same rotation tow district.

B. No operator or applicant shall share equipment with any other Area involved with the CHP rotation tow list.

1) Cross utilization within an Area may only occur when justified and the operator maintains the required number of trucks to participate in the Area's Rotation Tow Program. Any violations **shall** result in disciplinary action.

C. The sale or transfer of the controlling interest in a company shall immediately terminate the TSA.

1) A new owner may apply for the rotation tow program at any time during the remainder of the current TSA term, regardless of the Area's open enrollment period.

6. RESPONSE TO CALLS

A. The operator shall respond to calls 24 hours a day, seven (7) days a week, within the maximum response time limits established by the Area commander.

B. An operator or tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle, perform vehicle recovery (e.g., rollover, down embankment), provide service (e.g., fuel, flat tire change), and be in possession of the appropriate class of driver license, applicable endorsements, and permits.

1) Any applicable permits (e.g., load variance, oversize) shall be valid and maintained in the tow truck.

C. The operator shall advise CHP dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.

1) If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the appropriate CHP communications center.

D. A failure or refusal to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements, without justification, shall result in disciplinary action. (This includes refusing to respond for junk vehicle calls. Justification for failure or refusal to respond to calls shall be determined by the CHP.)

E. If service, other than towing, recovery, and load salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to Section 3068(a) CC.

1) The operator shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or initiated and subsequently canceled.

F. Nothing shall prohibit a Class B, C, or D tow truck from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.

1) Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class tow truck.

G. One tow company per vehicle shall be dispatched to a multi-car incident unless the Area commander has established local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call.

H. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the CHP incident commander.

I. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the operator shall notify the Area command at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

J. Only tow truck personnel and equipment requested shall respond to a CHP call (e.g., tow truck driver bringing significant others, family members, friends, or pets, is not allowed).

1) Exceptions would be transporting required personnel to a major incident, or responding a tow truck driver trainee with an approved rotation tow truck driver and only if a CHP 234F, Tow Operator/Driver Information, has already been submitted for the trainee to the Area office.

K. An operator/tow truck driver shall not respond to a CHP call assigned to another operator or reassign a call to another tow operator, unless requested to do so by the CHP.

1) Nothing would preclude the assigned operator/tow truck driver from responding to an incident to ascertain if additional assistance or equipment is required.

L. There shall be no additional charge for any personnel or equipment which is not necessary to perform the required service. Any additional personnel or equipment shall be approved by CHP on scene.

M. There may be times when the operator/tow truck driver assigned the initial call, may require assistance from an additional operator/tow truck driver.

1) The assigned operator/tow truck driver may, with concurrence of the scene manager, request a specific operator/tow truck driver for additional assistance.

2) The operator/tow truck driver's approved request shall be routed through the CHP on scene incident commander.

N. There may be times when an operator/tow truck driver, who was not called to the scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and the on-scene officer requests assistance in clearing the roadway.

1) In such a case, the operator/tow truck driver may be requested by the officer to move the vehicle to a safe location and leave it.

2) There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

a) Violations of Section 22513 CVC shall result in disciplinary action.

3) If the operator/tow truck driver is requested to provide service at the scene resulting in a tow, that company will be moved to the bottom of the list.

7. STORAGE YARD

A. The operator shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the CHP.

1) At a minimum, a permanent securely fenced or an enclosed storage area of an adequate size shall be provided for the proper storage of vehicles.

B. The primary storage yard shall be at the same location as the business address.

1) Stored/impounded vehicles shall be at the primary storage yard.

2) This requirement may only be waived by a written addendum from the Area commander with justification.

C. A secondary storage yard shall be located reasonably close to the main business office.

1) There shall be no charge to the vehicle's owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.

D. Tow operators shall maintain sufficient storage spaces.

1) A secondary storage yard shall only be utilized if the primary storage yard is full and only with prior CHP approval.

a) This requirement may be only waived by a written addendum from the Area commander with justification.

E. A storage yard owned by an operator and shared with another operator shall only be approved if the operator/owner charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

F. A storage yard shared by operators, or any other business establishment(s), regardless if owned by the operator or not, shall be physically separated and secured from each other, including business records related to the tow company.

G. Prior to the utilization of a new storage yard, which was not listed on the CHP 234A, Rotation Tow Listing Application, the storage yard shall be inspected, and the operator shall obtain the Area commander's approval.

H. An operator's employee shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.

I. The operator or their employee shall release personal property from a vehicle which has been stored/impounded by the CHP at the request of the vehicle's registered owner or agent pursuant to Sections 22851(b) and 22651.07 CVC.

1) California Highway Patrol approval shall be obtained prior to the release of personal property from a vehicle that has been impounded for evidence or investigation.

2) A receipt shall be provided for the removed personal property, with a copy placed inside the stored/impounded vehicle.

a) This procedure shall also apply to the removal of property by the tow operator and/or their employee to a secured area within the business.

J. Personal property and/or the vehicle shall be released at the primary storage yard.

1) Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.

a) Personal property is considered to be items which are not affixed to the vehicle. Personal property includes: papers, cellular phones, pull-out radios, clothes, luggage, tools, etc.

K. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Sections 22851(b) and 22651.07(c)(1) CVC.

1) The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged for the vehicle towed, or less, for initially towing the vehicle pursuant to Section 22851(b) CVC.

2) No lien shall attach to any personal property in or on the vehicle pursuant to Section 22851(b) CVC.

3) Loads for hire (i.e., cargo) are not considered personal property pursuant to Section 3051.5 CC.

L. The operator shall keep a written record of every vehicle stored/impounded for a period longer than 12 hours pursuant to Section 10650(a) CVC.

1) The record shall contain the name and address of the person storing or requesting the tow, the names of the owner and driver of the vehicle (if ascertainable), and a brief vehicle description (make, model, license plate number, and any vehicle damage) pursuant to Section 10650(b) CVC.

M. The operator shall allow insurance companies to inspect vehicles at their storage yard at no charge and allow 45 consecutive minutes for inspection as necessary pursuant to Section 22651.07 (3)(B) CVC.

8. TOW TRUCK DRIVERS

A. The operator shall ensure tow truck drivers responding to calls initiated by the CHP are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program.

1) The TSAAC approved tow truck driver training course list is contained in Attachment A of this TSA.

a) Acceptable hands-on tow truck driver training programs shall be approved by the TSAAC. (Online testing/certification will not be accepted.)

2) All drivers shall provide documentation that they have completed Traffic Incident Management training in accordance with the Federal Highway Administration.

3) Documentation of completion of an approved tow truck driver training program within the past five (5) years shall be submitted along with the CHP 234F. Certificates with a three-year expiration date will be accepted five (5) years from the date of issuance.

a) A CHP 234F shall include all convictions of felonies and misdemeanors.

b) Tow truck driver training documentation shall be for the appropriate class of tow truck (e.g., a Class D driver shall have heavy duty tow truck driver's training documentation).

NOTE: A certificate for a higher level of training will be acceptable for all lower levels of tow trucks.

c) All operators, managers, and drivers shall be provided with written notification regarding the reason(s) for denial of an operator, manager, or driver's CHP 234F within 30 days.

1) If denial is based on fingerprint results, a copy of the results shall be provided to the denied applicant.

d) A failure to disclose any felony and/or misdemeanor convictions shall be cause for denial of a CHP 234F and is a misdemeanor pursuant to Sections 20 and 31 CVC.

B. Completion and/or documentation of a tow truck driver's training does not indicate a sufficient level of competence.

C. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.

D. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.

E. Uniforms: CHP rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in CHP rotation tow operations.

F. Personal Appearance: CHP rotation tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, inappropriate visible body art, visible body piercing, etc.

G. Safety Garments: CHP rotation tow truck drivers **shall** wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR. If the tow truck driver is working on a Federal-aid highway, the operator **shall** comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 3 requirements of the ANSI/ISEA 107-2004.

9. TOW TRUCK CLASSIFICATIONS

A. An operator shall equip and maintain tow trucks covered under the TSA in accordance with the provisions set forth in the CVC, Title 13 of the CCR, the specifications contained in this TSA, and in a manner consistent with industry standards and practices.

B. All recovery vehicles (wreckers) shall have an extendable/retractable recovery boom meeting the specifications contained in this TSA and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.

1) Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities.

2) An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and **shall not be used for recovery.**

3) An auto-loader without an extendable/retractable boom is an additional unit and **shall not be used for recovery.**

a) For purposes of the TSA, recovery is defined as a vehicle which is overturned, down an embankment, or otherwise not upright on its wheels.

C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck should be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

There are four (4) classes of tow trucks covered under this TSA.

1) **Class A - Light Duty**

a) An operator should maintain a minimum of one tow truck which has a manufacturer's GVWR of at least 14,000 pounds.

1) After June 30, 2006, Class A 4-wheel drive tow trucks with a GVWR of less than 14,000 pounds may be listed as special equipment on the CHP 234A. These tow trucks shall be used only for recoveries requiring the use of 4-wheel drive.

2) **Class B - Medium Duty**

b) An operator should maintain a minimum of one tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

3) **Class C - Heavy Duty**

a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4) **Class D - Super Heavy Duty**

a) An operator should maintain at least one three-axle tow truck with a GVWR of at least 54,000 pounds. The truck shall be equipped

with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

1) If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

NOTE: For purposes of the TSA, a "low-boy trailer" is considered special equipment.

10. GENERAL EQUIPMENT SPECIFICATIONS

A. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

B. Identification Labels: Each piece of towing equipment shall have a manufacturer's label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

C. Recovery Equipment Rating: The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30-degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

1) The structural design of the recovery equipment must have a higher load capacity than the performance ratings.

2) Winches shall conform to, or exceed, the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706.

3) All ratings for wire rope and chain assemblies are for the undamaged assembly condition. All wire rope and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer.

D. Control/Safety Labels: All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

11. INSPECTIONS

A. The CHP shall provide one (1) annual inspection of all tow trucks utilized on CHP rotation calls, at no charge to the operator, in order to qualify for participation in the term of the TSA.

1) The CHP may conduct additional inspections without notice during normal business hours.

B. The operator shall not dispatch any tow truck which has not been inspected and approved by the CHP.

1) The CHP shall inspect all newly acquired tow trucks within thirty (30) days of a request from an operator prior to use in the Rotation Tow Program.

C. The annual inspection shall consist of the following:

1) A Level One inspection (CHP 407F, Safetynet Driver/Vehicle Inspection Report) conducted by a commercial enforcement officer or Area tow officer with the assistance of a motor carrier specialist or commercial vehicle inspection specialist.

2) A tow truck inspection (CHP 234B) conducted by a commercial enforcement officer or Area tow officer.

3) Tow trucks arriving for inspection shall be properly equipped as outlined on the CHP 234B, and ready for immediate response for service.

a) Operators or tow truck drivers found exchanging equipment with other tow truck drivers during inspections shall be subject to disciplinary actions.

D. Upon the successful completion of a Level One inspection, a Commercial Vehicle Safety Alliance decal shall be issued, regardless of the tow truck inspection (CHP 234B) results.

E. If two (2) or more CVC requirements on the CHP 234B, Page one, receive a failing mark, the inspected truck has failed the initial annual inspection and shall count against the 50 percent failure rate. An “Out-of-Service” violation on a CHP 407F shall count as a failure of the initial annual inspection.

1) Other than the two (2) or more CVC requirements, a tow truck may fail based on additional failed items outlined on the CHP 234B, within reason.

F. If a tow operator passes the required annual tow truck inspection with more than 50 percent of their tow trucks, the operator's initial annual inspection requirement shall be deemed satisfied for the purposes of their application. Otherwise, the operator's application shall be denied and the operator may reapply during the next open enrollment period.

1) The operator whose trucks have successfully passed the initial annual inspection, by more than 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks.

G. The intent of the inspections is to ensure operators are involved in an ongoing safety maintenance program for their tow trucks. The annual inspection is not intended to find out what needs to be repaired/replaced on an operator's tow truck. A tow truck responding to a CHP call shall be properly equipped and operating in a safe condition.

H. Tow trucks shall be inspected by the Area for which they are designated. If a tow truck fails its initial inspection for its designated Area, it **shall not** be sent to another Area and re-inspected for use in another Area. (An exception would be rural areas, i.e. resident posts that must utilize an "out-of-area" operator.)

I. The operator shall be provided with written notification of the failure/denial of any tow truck or equipment and allowed a hearing upon request to the Area office pursuant to Section 2424(d) CVC and Element 22. Hearing/Appeal.

J. All of the equipment listed on an operator's CHP 234A shall be accounted for during the annual inspection.

K. Tow trucks shall comply with California Air Resources Board requirements. Tow trucks not in compliance shall be cause for disciplinary action. Operators shall provide a current copy of their California Air Resources Board Certificate of Reported Compliance Truck and Bus Regulation during open enrollment.

L. <u>Special Equipment</u>

1) To properly and safely tow, service, or recover the wide variety of vehicles being operated on the highway, a towing procedure may require the use of special equipment specifically designed for the purpose. This special equipment shall be listed on the operator's CHP 234A and should be used when appropriate.

2) All special equipment listed on the CHP 234A shall be accounted for during the annual inspection or when additional equipment is added.

3) Any special equipment which requires certification/inspection of the equipment and/or operator (e.g., cranes, forklifts), the applicable and

current certification/inspection document(s) shall be provided to the Area office at the time of enrollment or as equipment is added by an operator.

12. RATES

A. The tow operator's prior year's approved towing and storage rates shall be the baseline for the operator's reasonable rates. Fees charged for calls originating from the CHP shall not be in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person and approved by the CHP.

1) Reasonableness shall be determined as compared to other similar service rates and with consideration of increased operating costs beyond the control of the operator (i.e. insurance rate increases without cause, property lease/tax increases, etc.)

B. Based upon the average of the proposed fees submitted, the Area commander shall determine the reasonableness and validity of all submitted rates (i.e., storage, labor, special equipment, etc.).

C. An operator who submits a rate, which is determined by the Area commander to be unreasonable and/or invalid, shall be allowed to re-submit rates only once. The operator may choose to appeal the denial prior to resubmitting the rates.

1) If the re-submitted rate is unreasonable and/or invalid, the operator shall be disqualified from participating in that class for which the rate was unacceptable, or charge for services in which the rate was submitted, until the next open enrollment period.

2) An operator shall be provided with written notification regarding the disqualification within 30 days.

D. Rate requirements represent the maximum an operator may charge on a CHP call per hour.

1) An operator is not precluded from charging less when deemed appropriate by the operator.

2) These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

E. Any operator who charges rates above the submitted rates for a CHP call shall be subject to disciplinary action.

F. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the CHP.

1) When an operator lowers the retail rate, that retail rate becomes the operator's new approved rate.

G. A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage pursuant to Sections 22651.1 and 22651.07(c)(5) CVC.

1) A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment as a result of a rotation call, pursuant to Section 1748.1 CC and Section 22651.07(c)(5) CVC.

H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any CHP officer at the scene.

I. There shall be no additional charge for moving (i.e., driving, towing, pushing, utilizing a forklift) a stored/impounded vehicle from inside an operator's storage yard to the front of the business establishment.

J. Operators may only raise rates during the enrollment period or upon approval after a midterm review has been initiated by the CHP.

K. <u>Tow Rates</u>

1) The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.

a) Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.

1. The time expended for towing a vehicle back to the operator's storage yard should be charged at a rate not to exceed the hourly rate.

b) Time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.

c) There shall be no additional charges for mileage, etc.

1. A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.

2. The operator may submit two retail hourly tow rates to the Area: one rate for calls originating during normal business hours; and one rate for calls originating after business hours, not to exceed 10 percent of the daily rate.

3. The operator shall base charges on the class of vehicle being towed or serviced, regardless of the class of tow truck used. When vehicle recovery operations require a larger class tow truck, the higher rate may be charged during the recovery process.

L. Service Calls

1) The operator may charge up to a 30-minute minimum per call for any service which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer or returned to the operator's storage yard.

2) Rates for a service call (out-of-gas, lockouts, tire changes, etc.) should be from portal to end of service.

3) Charges, in excess of a 30-minute service call, may be charged in no more than one-minute increments.

a) A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice pursuant to Section 22651.07(e)(7) CVC.

b) If the service cannot be performed safely at the vehicle's location, the vehicle may be moved to safe location to perform the service at the service call rate.

4) Fuel charges for gasoline dispensed on out-of-gas service calls shall be at the prevailing market rate.

a) In lieu of dispensing gasoline, the tow driver may transport the vehicle and its driver to a safe location or gas station at the service call rate.

M. Fees for Special Operations

1) Fees shall be reasonable and consistent with industry standards for similar operations.

2) Operators involved in the two (2) tow truck Salvage and Recovery List may charge a minimum two-hour rate.

a) Time expended in excess of the two-hour minimum shall be at the hourly rate in no more than one-minute increments.

b) If a second hour is charged, the second hour shall meet the invoicing requirements pursuant to Section 22651.07(e) (7) CVC.

c) If it is determined that only one truck is required, the second truck may claim portal to portal and time expended on scene until determination was made that it was not required.

3) Hourly rates shall be established for the following:

a) Auxiliary and contracted equipment (e.g., airbags, converter gear/dolly, additional trailers, fork lift, front loaders, low-boy trailers, rotators).

4) Operators shall submit a markup rate (percentage of the cost to the operator) for rental equipment and labor not otherwise listed on the CHP 234A.

5) If an operator performs a service for which a required rate was not submitted and approved by the Area, the operator shall only be entitled to charge for the actual cost of that service plus a markup rate not to exceed ten (10) percent.

N. Storage Fees

1) A vehicle stored/impounded 24 hours or less shall be charged no more than one-day storage pursuant to Section 3068.1(a) CC.

a) If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1(a) CC.

1) Storage of vehicles in combination should be charged a per vehicle rate except for dollies, con-gear, vehicle on a car carrier/trailer, etc.

a. Dollies and con-gear, not in combination, may be charged a storage rate not to exceed Class A storage fees.

2) Inside storage fees shall only be charged when inside storage is requested by the CHP, registered owner, legal owner, insurance company, or when the inside storage can be justified by the tow operator.

3) The operator shall display in plain view at all cashier's stations, a sign as described in Section 3070(d)(2)(E) CC, disclosing all storage fees and charges in force, including the maximum storage rate.

O. Lien Fees

1) If a vehicle has been determined to have a value exceeding four thousand dollars ($4,000), pursuant to Section 22670 CVC, the lien shall be satisfied pursuant to Section 3071 CC (Section 3074 CC).

2) The lienholder may charge a fee for lien sale preparations not to exceed seventy dollars ($70), for a vehicle valued at four thousand dollars ($4,000) or less, and not to exceed one hundred dollars ($100) for a vehicle valued at greater than four thousand dollars ($4,000) (Section 3074 CC).

a) These charges may commence when the lienholder requests the names and addresses of all persons who have an interest in the vehicle from the Department of Motor Vehicles (Section 3074 CC).

b) Not more than 50 percent of the allowable fee may be charged until the lien sale notifications are mailed to all interested parties and the lienholder or registration service agent has possession of the required lien processing documents (Section 3074 CC).

c) This charge shall not be made in the case of any vehicle redeemed prior to 72 hours from the initial storage (Section 3074 CC).

13. COLLUSION

A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the TSA that would bring about any unfair condition which could be prejudicial to the CHP, the motoring public, or other operators.

B. A finding by the CHP that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the TSA. Any operator or applicant found to be involved in any act, or attempted act of

collusion, shall be disqualified from participation on all CHP rotation tow lists for the current term, plus three years.

14. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:

1) Minimum Level of Financial Responsibility (as required by Section 34631.5 CVC) - Bodily injury and property damage with a combined single limit of not less than $750,000 for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than $1,000,000. These minimum standards are to include non-owned and hired auto coverage.

2) Uninsured Motorist - Legal minimum, combined single limit.

3) On-Hook Coverage/Cargo - Insuring the vehicle in tow with limits based on the size of the tow truck.

a) Class A tow truck……$50,000.

b) Class B tow truck……$100,000.

c) Class C tow truck……$200,000.

d) Class D tow truck……$250,000.

4) Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

5) Garage Keeper's Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

B. An operator shall provide proof of insurance for all storage facilities listed on the CHP 234A.

C. Proof of insurance shall be in the form of a certificate of insurance. The operator's insurance policy shall provide for not less than 30 days written notice to the CHP in the event the insurance policy is canceled or is due to expire.

D. Failure of the operator to maintain the minimum insurance requirements set forth in the TSA shall immediately nullify the TSA, remove the operator from the rotation tow list, and be subject to disciplinary action by the Area commander.

15. ANNUAL OPEN ENROLLMENT MEETINGS

A. The Area commander shall conduct one (1) annual open enrollment meeting to discuss the forthcoming TSA term and issues concerning the rotation tow program.

1) The CHP shall provide a 30-day written notice of the meeting to operators currently approved for the rotation tow program and to those new operators expressing interest.

a) The written notice shall be sent via certified mail, hand delivered, or electronically delivered with confirmation within 24 hours, or next business day.

2) If an operator or operator's designee fails to attend the annual open enrollment meeting, the operator's application for the forthcoming TSA term shall be denied.

a) The operator shall be provided with written notification of the denial and may reapply during the next open enrollment.

B. Any subsequent meetings, outside of the open enrollment meeting, shall be mandatory for the operator or operator's designee.

1) The CHP shall give a 30-day written notice, if practical, of the meeting.

2) Failure to attend a meeting shall result in disciplinary action.

16. DEMEANOR AND CONDUCT

A. While involved in CHP rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

1) Rude or discourteous behavior.

2) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.

3) Any act of sexual harassment or sexual impropriety.

4) Unsafe driving practices.

5) Exhibiting any objective symptoms of alcohol or drug use.

a) The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the CHP if an odor of an alcoholic beverage is detected upon the person.

6) Any acts of discrimination based on a protected group.

17. TOW COMPLAINTS

A. All CHP related tow service complaints received or initiated by the CHP against a tow operator or tow operator's employee shall be accepted and investigated in a fair and impartial manner.

1) The tow operator and their employees shall cooperate with CHP investigators during the course of an investigation.

B. Alleged violations of the TSA shall be investigated by the CHP Area covered by the TSA.

C. Should the filing of criminal charges be a possibility, the CHP shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution, if warranted.

D. Complaints for violations of the law not normally investigated by CHP shall be referred to the agency with investigation jurisdiction.

E. Completed complaint investigations shall be forwarded to the appropriate CHP Division for review and approval.

F. The operator shall be notified in writing of the findings within 30 days of the conclusion of any investigation.

18. COMPLIANCE WITH LAW

A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

B. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol and/or drugs, misdemeanor driving while under the influence of alcohol and/or drugs, or acts of moral turpitude should be cause for suspension or removal of an operator/employee, denial of an operator/employee's application, or termination of the TSA.

C. California Highway Patrol personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.

D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) CVC.

E. An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

F. An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

19. COMPLIANCE WITH TOW SERVICE AGREEMENT

A. The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TSA. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application).

B. A violation of the equipment requirements related to safety shall be cause for immediate suspension.

1) The suspension shall remain in effect until the suspension period is completed and the CHP has inspected the equipment and concluded the operator is in compliance.

C. A violation of the GVWR and/or safe loading requirements of a tow truck may be cause for disciplinary action.

1) This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when in tow.

D. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.

1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the CHP.

E. Any unsatisfactory evaluation rating issued by the Motor Carrier Safety Unit (MCSU) shall be cause for suspension.

1) The suspension shall remain in effect until proof of a satisfactory compliance rating from the MCSU has been provided to the Area commander.

F. Allowing an incompetent tow truck driver to respond to a CHP call shall be cause for disciplinary action of the operator.

G. An operator responding a tow truck driver to a CHP call (i.e., the drivers dispatched by the tow operator's business) who has not been approved by the Area office shall be cause for disciplinary action of the operator.

H. Tow operators shall not record (i.e., videotape or photograph) a scene unless it is for official use by the tow company for business related reasons.

1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.

2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the CHP.

20. DISCIPLINARY ACTION

A. The Area commander shall take disciplinary action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, denial of an application, or termination from the CHP Rotation Tow Program – Section 2424[d] CVC).

1) The Area commander shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this TSA.

B. Nothing shall preclude the CHP from taking the appropriate enforcement or administrative action for any violations of law.

C. Nothing herein shall be deemed to prohibit the CHP from immediately suspending, terminating, or denying an application of any operator or employee for any of the following:

1) Whose conduct, in the opinion of the Area commander, is deemed to be a danger to the motoring public (e.g., registered sex offender, acts of violence, fraud).

2) A violation of equipment requirements, related to safety.

3) Who has engaged in conduct constituting a flagrant violation of the TSA.

D. Records of violations shall be retained by the CHP for 36 months, plus the current TSA term.

E. Disciplinary action taken against an operator by an Area commander should be honored by all CHP Areas being serviced by the operator in question.

21. TERMS OF DISCIPLINARY ACTION

A. Violations of the terms and conditions of the TSA may be cause for disciplinary action in the following manner:

1) First violation within a 12-month period – letter of written reprimand.

2) Second violation within a 12-month period – one to 30-day suspension.

3) Third violation within a 12-month period – 60 to 90-day suspension.

4) Fourth violation within a 12-month period – termination of the TSA.

NOTE: Nothing may preclude an Area commander from imposing a suspension for a first violation pursuant to Element 20, Disciplinary Action, Item C.

B. Violations of the terms and conditions of the TSA which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

1) In lieu of termination, the CHP may impose additional suspensions for longer periods, if deemed appropriate.

2) When considering disciplinary action for a major violation of the TSA, an Area commander should take into consideration all violations which have occurred within 36 months prior to the date of the current violation.

C. A suspended or terminated operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.

1) This provision applies to the operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.

D. If the operator is serving a suspension, the operator shall be required to have complied with all terms and conditions of the current TSA at the time of reinstatement.

E. An operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or reapplication.

22. HEARING/APPEAL

A. A hearing shall be granted, upon an operator's request, within ten (10) calendar days, for any of the following circumstances:

1) Operator is served with disciplinary action.

2) Denial of an operator's rotation tow application (CHP 234A) or an operator/driver application (CHP 234F).

B. The Area commander shall provide written notification to the operator requesting a hearing indicating acknowledgement of the hearing request and a hearing date assigned.

C. A hearing shall be held as soon as practicable.

D. The hearing shall be conducted by the Area commander or designee, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position.

1) The operator shall be entitled to present testimony of at least one qualified person (i.e., representation by counsel or attorney).

E. The operator shall be notified in writing of the Area commander's decision(s) within ten (10) business days of the date of completion of the hearing.

F. Upon receipt of the Area commander's written hearing decision, if the operator is dissatisfied with the decision(s), the operator may appeal by submitting a written request to the CHP Division commander within ten (10) business days.

G. The appeal shall be conducted by the Division commander or designee and shall be held as soon as practicable.

H. The Division commander shall provide written notification to the operator requesting an appeal indicating acknowledgement of the appeal request and an appeal date assigned.

1) The operator shall have the same rights as afforded at the Area level.

2) The operator shall be notified in writing of the Division commander's decision(s) within ten (10) business days of the appeal.

3) The Division commander's decision(s) shall be subject to no further administrative appeal.

I. Disciplinary action shall not take effect until the hearing and appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of this TSA.

J. If an operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CHP Area commander shall be final and the disciplinary action shall take effect upon written notification to the operator by the Area commander.

23. MIDTERM REVIEW

A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of the TSA in the event there is a legitimate and substantial change in conditions or law affecting the majority of the operators within an Area or the CHP.

B. A midterm review, when granted by the Commissioner or designee, will not automatically authorize a change in the terms and conditions of the TSA.

1) If a midterm review is announced by the Commissioner or designee, it is the responsibility of the Department to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

24. ADVERTISING

A. The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CHP or the Department of Motor Vehicles.

25. CANCELLATION

A. This TSA may be canceled by an operator by providing written notice to the Department.

26. OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2021-2022 TSA) will become effective:

_____and end _____.
Date Date

<table>
<tr><td colspan="3">Operator Approval</td></tr>
<tr><td>Signature</td><td colspan="2">Printed Name</td></tr>
<tr><td>Company</td><td>Title</td><td>Date</td></tr>
<tr><td colspan="2">Business Address</td><td>Phone Number</td></tr>
<tr><td colspan="3">Motor Carrier Permit Number</td></tr>
</table>

ATTACHMENT A

TOW SERVICE AGREEMENT ADVISORY COMMITTEE
APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California
3333 Fairview Road
Costa Mesa, CA 92626
Contact: Rob Wade at (714) 885-1333
E-mail: wade.robert@caaa-calif.com

California Tow Truck Association
643 West Stadium Lane
Sacramento, CA 95834
Contact: (916) 617-2882
E-mail: ctta@ctta.com

International Institute of Towing & Recovery (Instructor Led/Self Study Course)
301 Edlee Avenue
Palo Alto, CA 94306
Contact: Peter Fuerst at (415) 859-1889
E-mail: pfuerst1@comcast.net

Randall Resch Training
28385 Vista Del Valle
Hemet, CA 92544
Telephone: (619) 807-3177
E-mail: rreschran@gmail.com

Tow Pros, LLC
4615 East Brundage Lane
Bakersfield, CA 93307
Contact: Joe Wallace at (661) 979-0747
E-mail: trainer@towpros.com

WreckMaster Incorporated
5550 Genesee Street
Lancaster, NY 14086
Telephone: (800) 267-2266
E-mail: www.WreckMaster.com

AAA Northern California-Nevada-Utah
1900 Powell Street, Suite 1200
Emeryville, CA 94608
Contact: Esther Hauser at (510) 596-3830
E-mail: Esther.Hauser@goAAA.com

GTI (Gerard Training Institute)
P.O. Box 1321
Williams, CA 95987-1321
(530) 505-1789
E-mail: joe@gerardtraining.com

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/27/2022

SUBJECT: Amend the Salary Range for Network Administrator and Establish the Human Resources Manager Classification

---

RECOMMENDATION

Adopt a Resolution amending Resolution No. 6860 to establish salary ranges for Mid-Management employees.

DISCUSSION

Pursuant to the Personnel Regulations, establishment of class specifications for positions, revisions to class specifications, and/or amendments to the City's Position Classification Plan requires City Council approval.

Network Administrator

In September 2021, City Council approved a 15% decrease to the salary range for the Network Administrator position within the Finance Department's Information Technology (IT) Division. At the time, it was believed the adjustment would better align compensation with the market for comparable positions in both the private and public sector. However, in the last six months, two recruitment processes were initiated and proved unsuccessful. It appears the lower salary range has deterred potential candidates from applying for and/or accepting the position. Filling the position is vital to the IT Division's ability to provide high-level services to employees and the community. Therefore, it is recommended the salary range be adjusted back to the previous range in the hopes the next recruitment will be successful.

Human Resources Manager

The recently adopted FY 2022-23 budget authorizes the funding of the Human Resources Manager and establishes the salary range for the position. This new position, and associated salary range, is recommended to be incorporated into the resolution establishing salaries for mid-management positions.

Resolution No. 6860 has been amended to include the adjusted salary ranges for both the Network Administrator and the Human Resources Manager. Neither mid-management

classification is represented, therefore, the meet and confer process is not required.

BUDGET IMPACT

The recommended adjustment to the salary range for the Network Administrator classification will result in additional annual costs of approximately $30,000 at the top of the range. However, actual cost increases are expected to be incremental over several years and sufficient amounts are available in the FY 2022-23 budget.

The cost of establishing the Human Resources Manager was included in the FY 2022-23 budget and sufficient appropriations are available in the General Fund.

LEGAL REVIEW

None

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - Mid Management Salaries

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX-OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, AMENDING RESOLUTION NO. 6860 ESTABLISHING SALARY RANGES FOR MID-MANAGEMENT POSITIONS

WHEREAS, the Personnel Rules and Regulations of the City of Cypress require salary range adjustments be approved by Resolution of the City Council, and as acting as ex-officio Board of Directors of the Cypress Recreation and Park District;

BE IT RESOLVED BY THE CITY COUNCIL of the City of Cypress, and acting as ex-officio Board of Directors of the Cypress Recreation and Park District, that the salary ranges for positions classified as Mid-Management be approved as follows:

A. **Monthly Salary Ranges effective June 27, 2022**

POSITION	**MONTHLY SALARY RANGE**
City Engineer	$10,603 – $13,993
Asst. Dir. of Finance & Admin. Services/Finance Manager	$10,603 – $13,993
Assistant City Engineer	$9,605 – $12,611
Information Technology Manager	$9,605 – $12,611
City Clerk	$8,905 – $12,073
Human Resources Manager	$8,905 – $12,073
Maintenance Superintendent	$8,655 – $11,251
Recreation and Community Services Manager	$8,655 – $11,251
Human Resources Administrator	$7,494 – $10,087
Network Administrator	$7,494 – $10,087
Senior Management Analyst	$6,518 – $8,715
Maintenance Supervisor	$6,004 – $7,807
Police Support Services Supervisor	$6,004 – $7,807
Recreation Supervisor	$6,004 – $7,807

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 27th day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 27th day of June, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/27/2022

SUBJECT: **Receive and File Updated FY 2022-23 Pay Schedules for the Cypress Employees' Association, the Maintenance Employees' Association and the Police Management Association**

RECOMMENDATION

Receive and file updated pay schedules effective July 8, 2022 for the Cypress Employees' Association (CEA), the Cypress Maintenance Employees' Association (MEA) and the Police Management Association (PMA).

DISCUSSION

The California Public Employees' Retirement System (CalPERS) requires the City report updated salary schedules to the City Council if future salary adjustments are determined by the Consumer Price Index (CPI) and cannot be determined at the time the Memorandum of Understanding (MOU) is approved.

The City Council approved three MOUs with employee groups in 2021 with cost of living adjustments effective July 8, 2022 which are tied to the May 2022 CPI:

- Cypress Employees' Association (CEA) - the salary increase for the CEA ranges from a minimum of two percent (2%) to a maximum of two and one-half percent (2.5%).
- Maintenance Employees' Association (MEA) - the salary increase for the MEA ranges from a minimum of two percent (2%) to a maximum of three percent (3%)
- Police Management Association (PMA) - the salary increase for the PMA ranges from a minimum of one and one-half percent (1.5%) to a maximum of two and one-half percent (2.5%).

The May 2022 CPI is 8%. In accordance with the terms of the MOUs, the salary steps and ranges for positions within the CEA and PMA will be adjusted by 2.5%, while MEA classifications reflect a 3% salary adjustment.

The revised salary schedules, Exhibit A from the three MOUs, are attached.

BUDGET IMPACT

The July 2022 salary adjustments included in each of the three MOUs are incorporated into the FY 2022-23 personnel budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Salary Schedule - CEA
Salary Schedule - MEA
Salary Schedule - PMA

Cypress Employees' Association
Efffective 7/8/2022

Regular F/Time Classifications	SALARY RANGES (Per Month/Hour)								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Associate (Civil) Engineer	$8,300	$8,509	$8,718	$8,934	$9,151	$9,380	$9,607	$9,848	$10,089
	47.8846	49.0904	50.2962	51.5423	52.7942	54.1154	55.4250	56.8154	58.2058
Project Manager	$8,300	$8,509	$8,718	$8,934	$9,151	$9,380	$9,607	$9,848	$10,089
	47.8846	49.0904	50.2962	51.5423	52.7942	54.1154	55.4250	56.8154	58.2058
Associate Planner	$6,885	$7,054	$7,225	$7,407	$7,588	$7,778	$7,966	$8,167	$8,365
	39.7212	40.6962	41.6827	42.7327	43.7769	44.8731	45.9577	47.1173	48.2596
Accountant	$6,756	$6,925	$7,093	$7,270	$7,449	$7,635	$7,821	$8,017	$8,212
	38.9769	39.9519	40.9212	41.9423	42.9750	44.0481	45.1212	46.2519	47.3769
Computer Support Specialist	$6,262	$6,419	$6,575	$6,740	$6,903	$7,076	$7,249	$7,430	$7,612
	36.1269	37.0327	37.9327	38.8846	39.8250	40.8231	41.8212	42.8654	43.9154
Assistant Planner	$5,981	$6,131	$6,280	$6,438	$6,596	$6,761	$6,926	$7,098	$7,271
	34.5058	35.3712	36.2308	37.1423	38.0538	39.0058	39.9577	40.9500	41.9481
Code Enforcement Officer II	$5,963	$6,113	$6,262	$6,419	$6,575	$6,740	$6,903	$7,076	$7,249
	34.4019	35.2673	36.1269	37.0327	37.9327	38.8846	39.8250	40.8231	41.8212
Code Enforcement Officer I	$5,412	$5,545	$5,679	$5,821	$5,963	$6,113	$6,262	$6,419	$6,575
	31.2231	31.9904	32.7635	33.5827	34.4019	35.2673	36.1269	37.0327	37.9327
Engineering Aide	$5,279	$5,412	$5,543	$5,681	$5,819	$5,966	$6,109	$6,262	$6,415
	30.4558	31.2231	31.9788	32.7750	33.5712	34.4192	35.2442	36.1269	37.0096
Senior Account Clerk	$5,040	$5,165	$5,289	$5,423	$5,556	$5,696	$5,834	$5,980	$6,125
	29.0769	29.7981	30.5135	31.2865	32.0538	32.8615	33.6577	34.5000	35.3365
Community Outreach Officer	$5,026	$5,152	$5,279	$5,412	$5,543	$5,681	$5,819	$5,966	$6,109
	28.9962	29.7231	30.4558	31.2231	31.9788	32.7750	33.5712	34.4192	35.2442
Police Services Officer	$5,026	$5,152	$5,279	$5,412	$5,543	$5,681	$5,819	$5,966	$6,109
	28.9962	29.7231	30.4558	31.2231	31.9788	32.7750	33.5712	34.4192	35.2442

Cypress Employees' Association
Efffective 7/8/2022

Regular F/Time Classifications	SALARY RANGES (Per Month/Hour)								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Secretary to Department Head	$4,986 28.7654	$5,105 29.4519	$5,232 30.1846	$5,363 30.9404	$5,494 31.6962	$5,633 32.4981	$5,770 33.2885	$5,914 34.1192	$6,056 34.9385
Recreation Coordinator	$4,907 28.3096	$5,030 29.0192	$5,153 29.7288	$5,281 30.4673	$5,412 31.2231	$5,543 31.9788	$5,679 32.7635	$5,820 33.5769	$5,963 34.4019
Office Specialist/Police	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500	$4,984 28.7538	$5,105 29.4519	$5,232 30.1846	$5,363 30.9404
Account Clerk II	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500	$4,984 28.7538	$5,105 29.4519	$5,232 30.1846	$5,363 30.9404
Admin. Services Tech. II	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500	$4,984 28.7538	$5,105 29.4519	$5,232 30.1846	$5,363 30.9404
Police Clerk II	$4,251 24.5250	$4,356 25.1308	$4,462 25.7423	$4,574 26.3885	$4,685 27.0288	$4,801 27.6981	$4,920 28.3846	$5,043 29.0942	$5,165 29.7981
Account Clerk I	$4,000 23.0769	$4,099 23.6481	$4,198 24.2192	$4,304 24.8308	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500
Administrative Clerk/ Community Development	$4,000 23.0769	$4,099 23.6481	$4,198 24.2192	$4,304 24.8308	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500
Admin. Services Tech. I	$4,000 23.0769	$4,099 23.6481	$4,198 24.2192	$4,304 24.8308	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231	$4,746 27.3808	$4,862 28.0500
Office Assistant II	$3,809 21.9750	$3,905 22.5288	$4,000 23.0769	$4,099 23.6481	$4,198 24.2192	$4,304 24.8308	$4,411 25.4481	$4,520 26.0769	$4,632 26.7231
Police Clerk I	$3,672 21.1846	$3,764 21.7154	$3,856 22.2462	$3,950 22.7885	$4,047 23.3481	$4,149 23.9365	$4,251 24.5250	$4,356 25.1308	$4,462 25.7423
Office Assistant I	$3,456 19.9385	$3,543 20.4404	$3,629 20.9365	$3,720 21.4615	$3,809 21.9750	$3,905 22.5288	$4,000 23.0769	$4,099 23.6481	$4,198 24.2192

Cypress Employees' Association
Efffective 7/8/2022

Regular P/Time Classifications	SALARY RANGES (Hourly)								
	A	*A1*	**B**	*B1*	**C**	*C1*	**D**	*D1*	**E**
Recreation Specialist	19.9029	20.4007	20.8982	21.4206	21.9429	22.4916	23.0403	23.6163	24.1923

Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, minimum 2% to a maximum of 2.5%. The May 2022 CPI-U was 8%, therefore, the schedule above reflects a 2.5% pay rate increase.

EXHIBIT "A"

Maintenance Employees' Association
Effective 7/8/2022

Regular F/Time Classifications	SALARY RANGES (Per Month/Hour)								
	A	B	C	D	E	F	G	H	I
Maintenance Specialist	$4,842	$5,084	$5,337	$5,604	$5,883	$6,181			
	27.9346	29.3308	30.7904	32.3308	33.9404	35.6596			
Mechanic	$4,610	$4,842	$5,084	$5,337	$5,604	$5,883			
	26.5962	27.9346	29.3308	30.7904	32.3308	33.9404			
Maintenance Worker	$3,790	$3,983	$4,185	$4,393	$4,610	$4,842	$5,084	$5,337	$5,604
	21.8654	22.9788	24.1442	25.3442	26.5962	27.9346	29.3308	30.7904	32.3308

Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, minimum 2% to a maximum of 3%.
The May 2022 CPI-U was 8**%**, therefore, the schedule above reflects a 3% pay rate increase.

EXHIBIT "A"

Cypress Police Management Association

Effective July 8, 2022

CLASS TITLE	**SALARY RANGES (Per Month)**
Police Captain	$13,299 - $15,965
Police Lieutenant	$12,035 - $14,445

Effective July 8, 2022, based upon the May CPI-U for Los Angeles-Long Beach-Anaheim, minimum 1.5% to a maximum of 2.5%. The May 2022 CPI-U was 8%, therefore, the schedule above reflects a 2.5% pay rate increase.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Douglas Dancs, Director of Public Works

DATE: 06/27/2022

SUBJECT: **Approve the Measure M2 Program Eligibility Submittal Package for Fiscal Year 2022-23**

RECOMMENDATION

Approve the Measure M2 program eligibility submittal package for Fiscal Year 2022-23.

DISCUSSION

Each year, the Orange County Transportation Authority (OCTA) requires cities to submit documentation on transportation related programs. In addition to the annual submittals, cities must submit a citywide pavement management program every two years (next submittal required in 2023) and an updated local signal synchronization plan every three years (next submittal required in 2024).

This year, the City will provide OCTA the following:

- Measure M2 Eligibility Checklist for FY 2022-23
- The Measure M2 7-Year Capital Improvement Program which includes all projects between FY 2022-23 and FY 2028-29 funded partially or wholly by Measure M2 dollars
- Approved Maintenance of Effort (MOE) Certification Form for FY 2022-23

The submittal of the Measure M2 eligibility package will satisfy all OCTA requirements and re-qualify the City for ongoing participation in the Measure M2 program.

BUDGET IMPACT

The recommended action will allow the City to remain eligible to receive revenues through the Measure M2 program for use on qualifying street projects.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Eligibility Package

Orange County Transportation Authority
Measure M2 Program Eligibility Components

The Orange County Transportation Authority (OCTA) requires cities to annually submit documentation regarding its transportation related programs. In order to remain eligible for Measure M2 sales tax revenue, the City is submitting the following documents:

Measure M2 Eligibility Checklist:
The Measure M2 Program requires the City's annual eligibility application to include a checklist that is used by OCTA Staff and the Taxpayers Oversight Committee to determine compliance with program requirements. The checklist demonstrates that the City is in compliance with the program.

M2 7-Year Capital Improvement Program:
Attached are capital projects utilizing Measure M2 funds scheduled for construction during the seven (7) year period. The project sheets include budget and schedule details for reconstruction and paving projects, intersection improvements, parkway improvements, and traffic signal projects funded fully, or in part, by Measure M2 Funds.

Maintenance of Effort (MOE):
The Measure M2 program requires the City to support the ongoing "maintenance of effort" requirement by ensuring that City funds continue to be allocated towards street maintenance and repairs as well as other transportation-related projects. Measure M2 funds are designed to supplement, not replace, existing local funding sources for transportation projects. The City's required MOE is based upon a historic benchmark of General Fund expenditures towards road maintenance and transportation projects in the City.

Measure M2 Eligibility Checklist

APPENDIX D
Eligibility Checklist

Jurisdiction:	**City of Cypress**

Capital Improvement Program (CIP)		**YES**	**NO**
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	☒	☐
	a. Did you utilize the required OCTA OC Fundtracker CIP database?	☒	☐
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	☒	☐
	c. Are there any non-transportation related projects included in your M2 CIP?	☐	☒
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	☒	☐
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/27/2022 *Must be prior to July 31		
Maintenance of Effort (MOE)		**YES**	**NO**
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	☒	☐
	a. Did you provide supporting budget documentation?	☒	☐
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	☒	☐
Pavement Management Plan (PMP)		**YES**	**NO**
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	☐	☒
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	☐	☐
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	☐	☐
4.	If you answered "No" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	☒	☐
Resolution of Master Plan of Arterial Highways (MPAH) Consistency		**YES**	**NO**
5.	Did you submit a resolution indicating conformance with the MPAH?	N/A	N/A
	a. Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	N/A	N/A
Local Signal Synchronization Plan (LSSP)		**YES**	**NO**
6.	Did you submit an update to the LSSP as part of the current cycle?	N/A	N/A
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	N/A	N/A

OCTA

APPENDIX D
Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	☒	☐
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	☐	☐
Supplanting of Developer Commitments		**YES**	**NO**
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	☒	☐
Mitigation Fee Program (MFP)		**YES**	**NO**
9.	Does your jurisdiction currently have a defined development impact MFP in place?	☒	☐
10.	Has an update to the MFP occurred since the last reporting period?	☐	☒
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	☐	☒
Planning Strategies		**YES**	**NO**
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	☒	☐
13.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	☒	☐
Traffic Forums		**YES**	**NO**
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	☒	☐
	a. If you answered yes, provide date(s) of attendance: 9/29/2021, 2/2/2022, Select date		
Congestion Management Program (CMP)		**YES**	**NO**
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	N/A	N/A

Nick Mangkalakiri		6/15/2022
Name (Print)	Signature	Date

M2 7-Year Capital Improvement Program

Orange County Transportation Authority

FY 2022/23 - FY 2028/29 Capital Improvement Program

TIP ID CP-10650 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:

Additional Project IDs:

Type of Work: Road Maintenance

Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title

Arterial Street Rehabilitation

Project Description

Streets selected will be based on visual inspection and the City's Pavement Management Program (PMP).

Limits

Various arterial streets per the City's PMP

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Measure M2 Local Fairshare	$0	$0	$310,000	$0	$310,000	$319,300
2023	Local Streets and Roads apportionments	$0	$0	$1,440,000	$0	$1,440,000	$1,483,200
2024	Measure M2 Local Fairshare	$0	$0	$900,000	$0	$900,000	$954,810
2024	Local Streets and Roads apportionments	$0	$0	$1,000,000	$0	$1,000,000	$1,060,900
2025	Measure M2 Local Fairshare	$0	$0	$900,000	$0	$900,000	$983,454
2025	Local Streets and Roads apportionments	$0	$0	$1,050,000	$0	$1,050,000	$1,147,363
2026	Measure M2 Local Fairshare	$0	$0	$900,000	$0	$900,000	$1,012,958
2026	Local Streets and Roads apportionments	$0	$0	$1,050,000	$0	$1,050,000	$1,181,784
2027	Local Streets and Roads apportionments	$0	$0	$1,075,000	$0	$1,075,000	$1,246,220
2027	Measure M2 Local Fairshare	$0	$0	$925,000	$0	$925,000	$1,072,329
2028	Measure M2 Local Fairshare	$0	$0	$925,000	$0	$925,000	$1,104,498
2028	Local Streets and Roads apportionments	$0	$0	$1,075,000	$0	$1,075,000	$1,283,606
2029	Measure M2 Local Fairshare	$0	$0	$950,000	$0	$950,000	$1,168,380
2029	Local Streets and Roads apportionments	$0	$0	$1,100,000	$0	$1,100,000	$1,352,861
Totals:		**$0**	**$0**	**$13,600,000**	**$0**	**$13,600,000**	**$15,371,663**

Last Revised: 22-00 - In Progress

Total Programmed: $13,600,000

TIP ID CP-10653 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Pedestrian
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk

Project Title
Concrete/ADA Rehabilitation

Project Description
Rehabilitation of existing sidewalk, curb and gutter, and disabled access ramps.

Limits
City-wide.

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$250,000	$0	$250,000	$257,500
2023	Gas Tax	$0	$0	$150,000	$0	$150,000	$154,500
2024	Gas Tax	$0	$0	$150,000	$0	$150,000	$159,135
2024	General Fund	$0	$0	$250,000	$0	$250,000	$265,225
2025	Gas Tax	$0	$0	$175,000	$0	$175,000	$191,227
2025	General Fund	$0	$0	$250,000	$0	$250,000	$273,182
2026	General Fund	$0	$0	$250,000	$0	$250,000	$281,377
2026	Gas Tax	$0	$0	$175,000	$0	$175,000	$196,964
2027	General Fund	$0	$0	$250,000	$0	$250,000	$289,819
2027	Gas Tax	$0	$0	$200,000	$0	$200,000	$231,855
2028	General Fund	$0	$0	$250,000	$0	$250,000	$298,513
2028	Gas Tax	$0	$0	$200,000	$0	$200,000	$238,810
2029	General Fund	$0	$0	$250,000	$0	$250,000	$307,468
2029	Gas Tax	$0	$0	$225,000	$0	$225,000	$276,722
Totals:		**$0**	**$0**	**$3,025,000**	**$0**	**$3,025,000**	**$3,422,297**

Last Revised: 22-00 - In Progress

Total Programmed: $3,025,000

TIP ID CP-10669 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number: 14-CYPR-ECP-3759
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 14/15 ARS Installation Priority 1 Project

Project Description
Install ARS devices at various locations throughout the City.

Limits
Various

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	Environmental Cleanup Program (ECP) - Tier 1	$0	$0	$0	$3,378	$3,378	$3,378
2023	General Fund	$0	$0	$0	$793	$793	$793
Totals:		**$0**	**$0**	**$0**	**$4,171**	**$4,171**	**$4,171**

Last Revised: 22-00 - In Progress

Total Programmed: $4,171

TIP ID CP-10674 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number: 15-CYPR-ECP-3799
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 15/16 ARS Installation Priority Project No 2

Project Description
Install ARS devices at various locations throughout the City.

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
various locations	2023	General Fund	$0	$0	$0	$9,702	$9,702	$9,702
Project Notes								
General Fund: O&M to be funded via General Fund		**Totals:**	**$0**	**$0**	**$0**	**$9,702**	**$9,702**	**$9,702**

Last Revised: 22-00 - In Progress **Total Programmed:** $9,702

TIP ID CP-10676 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Environmental Cleanup
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts

Project Title
FY 16/17 ARS Installation Priority Project No 3

Project Description
Install ARS devices at various locations throughout the City.

Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Various Locations	2023	General Fund	$0	$0	$0	$3,832	$3,832	$3,832
Project Notes								
		Totals:	**$0**	**$0**	**$0**	**$3,832**	**$3,832**	**$3,832**

Last Revised: 22-00 - In Progress **Total Programmed:** $3,832

TIP ID CP-10687 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Road Maintenance
Type of Work Description: Road Maintenance - Rehabilitation of roadway

Project Title
Residential Street Resurface
Project Description
Streets selected will be based on visual inspection and the City's Pavement Management Program (PMP)

Limits
Rehabilitation of City residential streets per the City's PMP

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$800,000	$0	$800,000	$824,000
2023	Gas Tax	$0	$0	$500,000	$0	$500,000	$515,000
2024	General Fund	$0	$0	$800,000	$0	$800,000	$848,720
2024	Gas Tax	$0	$0	$500,000	$0	$500,000	$530,450
2025	Gas Tax	$0	$0	$550,000	$0	$550,000	$601,000
2025	General Fund	$0	$0	$800,000	$0	$800,000	$874,182
2026	Gas Tax	$0	$0	$550,000	$0	$550,000	$619,030
2026	General Fund	$0	$0	$800,000	$0	$800,000	$900,407
2027	General Fund	$0	$0	$800,000	$0	$800,000	$927,419
2027	Gas Tax	$0	$0	$600,000	$0	$600,000	$695,564
2028	Gas Tax	$0	$0	$600,000	$0	$600,000	$716,431
2028	General Fund	$0	$0	$800,000	$0	$800,000	$955,242
2029	Gas Tax	$0	$0	$650,000	$0	$650,000	$799,418
2029	General Fund	$0	$0	$800,000	$0	$800,000	$983,899
Totals:		**$0**	**$0**	**$9,550,000**	**$0**	**$9,550,000**	**$10,790,762**

Last Revised: 22-00 - In Progress

Total Programmed: $9,550,000

TIP ID CP-10689 **IMPLEMENTING AGENCY** Cypress, City of

Local Project Number:
Additional Project IDs:
Type of Work: Aesthetics
Type of Work Description: Aesthetics - Landscaping of roadway

Project Title
Street Tree Planting
Project Description
Project to install street trees along medians and parkways throughout the City.

Limits
City-wide

Project Notes

FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
2023	General Fund	$0	$0	$100,000	$0	$100,000	$103,000
2024	General Fund	$0	$0	$100,000	$0	$100,000	$106,090
2025	General Fund	$0	$0	$100,000	$0	$100,000	$109,273
2026	General Fund	$0	$0	$100,000	$0	$100,000	$112,551
2027	General Fund	$0	$0	$100,000	$0	$100,000	$115,927
2028	General Fund	$0	$0	$100,000	$0	$100,000	$119,405
2029	General Fund	$0	$0	$100,000	$0	$100,000	$122,987
Totals:		**$0**	**$0**	**$700,000**	**$0**	**$700,000**	**$789,233**

Last Revised: 22-00 - In Progress

Total Programmed: $700,000

Maintenance of Effort (MOE)

OCTA

APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Cypress

Type of GENERAL FUND Transportation Expenditures:

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Program 70211 Maintenance Administration	$ 362,543
Program 7212 Street Maintenance	$ 70,397
Program 7213 Street Cleaning	$ 263,718
Program 7214 Traffic Safety	$ 107,847
Program 7216 Tree Maintenance	$ 369,977
Program 7217 Parkway Maintenance	$ 628,818
Program 70281 Storm Drain Maintenance	$ 154,406
Program 7238 Sidewalk Repair	$ 124,335
Subtotal Maintenance	**$ 2,082,041**

CONSTRUCTION	Total Expenditure
Program 8011 Residential Street	$ 800,000
Program 8051 Sidewalk Construction	$ 250,000
Program 8055 Tree Planting	$ 100,000
Subtotal Construction	**$ 1,150,000**

INDIRECT/OTHER	Total Expenditure
Program 70201 Public Works Administration	$ 903,974
Program 70260 Engineering Administration	$ 319,329
Program 7261 Engineering Plan Checking (20% of total program)	$ 45,365
Program 70264 Traffic Safety Engineering	$ 121,663
Indirect Charges (Programs 70211,7212,7213,7214,7216,7217,70281)	$ 410,077
Subtotal Indirect/Other	**$ 1,800,408**
Total General Fund Transportation Expenditures	$ 5,032,449
(Less Total MOE Exclusions[1])	$ 746,880
MOE Expenditures	$ 4,285,569
MOE Benchmark Requirement[2]	$ 3,607,878
(Shortfall)/Surplus	$ 677,691

Certification:

I hereby certify that:

☒ The City/County of Cypress is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes

☒ The City/County of Cypress's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;

Choose one of the following:

☒ The City/County of Cypress certifies that the budgeted MOE expenditures meet the fiscal year (FY) FY 2022-23 MOE benchmark requirement.

Finance Director Signature

Matt Burton
Finance Director (Print Name)

6/14/2022
Date

[1] Funding sources include Measure M, federal, state, redevelopment, and bond financing.

[2] Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Peter Grant, City Manager

DATE: 06/27/2022

SUBJECT: **Receive and File the Strategic Plan Six-Month Objectives Update**

RECOMMENDATION

Receive and file the strategic plan six-month objectives update.

DISCUSSION

The Strategic Plan establishes major goals and objectives for the City. It provides the principle guidance for the preparation of the budget and a plan for implementation and accountability. The Strategic Plan is among the City Council's most effective tools to improve services and preserve Cypress' high quality of life.

The City Council updated the Strategic Plan in March 2022, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of June 27, 2022.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Six-Month Objectives

C I T Y O F C Y P R E S S

SIX-MONTH STRATEGIC OBJECTIVES

March 8, 2022 – September 15, 2022

THREE-YEAR GOAL: **MAINTAIN INFRASTRUCTURE AND FACILITIES**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. On March 12, 2022	Recreation and Community Services Director, working with the Public Works Director	Celebrate the opening of Lexington Park.	X			
2. By April 1, 2022	Public Works Director working with Valley Vista Services	Launch the State-mandated residential organics recycling program.	X			
3. At the June 13, 2022 City Council meeting	Public Works Director	Incorporate the Pandemic Recovery Plan into the recommended Capital Improvement Program.	X			
4. At the July 11, 2022 City Council meeting	Public Works Director, working with the Recreation and Community Services Director	Recommend a preliminary design for Arnold Cypress Park to the City Council.		X		

THREE-YEAR GOAL: **MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 13, 2022 City Council meeting	Planning Director	Recommend the creation of an advisory committee (comprised of representatives from the business park) and the hiring of a consultant to modernize and integrate Business Park Specific Plans to the City Council.	X			
2. At the July 11, 2022 City Council meeting	Planning Director	Recommend the 2021-29 Housing Element General Plan Amendment to the City Council.		X		
3. By August 1, 2022	Planning Director, working with the City Manager	Complete the recruitment process for a Business Development Manager.		X		

THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the May 9, 2022 City Council meeting	Police Chief, working with the City Attorney	Recommend an ordinance to combat catalytic converter thefts to the City Council.	X			
2. On May 14, 2022	Police Chief	Hold the Police department open house and grand opening of the modernized Police station.	X			
3. By September 15, 2022	Police Chief	Recommend a partnership with the City of La Palma for responding to homelessness and non-violent public safety calls with mental health/social worker resources to the City Council.		X		Program funding may not be available - working with City Manager and La Palma to reassess
4. By June 9, 2022	Police Chief	Conduct an orientation and training for city staff at the new Emergency Operations Center.	X			
5. At the July 11, 2022 City Council meeting	Police Chief, working with a consultant	Update the Police department strategic plan and present the new plan to the City Council.		X		
6. By August 15, 2022	Police Chief, working with a consultant	Complete an audit of Police department evidence policies, practices and a property and evidence inventory and report the results to the City Manager.		X		

THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. At the June 13, 2022 City Council meeting	Recreation and Community Services Director, working with the Police Chief and Public Works Director	Include security upgrades at Oak Knoll Park as part of the recommended Capital Improvement Program.	X			
2. By June 1, 2022	Recreation and Community Services Director, working with a consultant	Complete the Cypress Community Festival Association - Primary Participants relationship management project and present the results to the City Manager.	X			
3. At the September 12, 2022 City Council Meeting	Public Works Director, working with the Recreation and Community Services Director	Recommend plans and specifications for Senior Center improvements to the City Council.		X		

THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY**						
WHEN	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. Ongoing	City Manager and City Attorney, working with the City Council	Assess and respond to the California Voting Rights Act Challenge and potentially consider changes to the City's system for electing Council Members.		X		
2. At the April 11, 2022 City Council meeting	City Manager	Present a Community Leadership Program to educate and develop current and future leaders to the City Council.	X			
3. At the June 27, 2022 City Council meeting	City Clerk, working with the City Council ad hoc sub-committee and a consultant	Present results of the 2022 Community Survey to the City Council.		X		
4. By September 1, 2022	Planning Director	Host a Neighborhood Preservation Program meeting for pilot neighborhood (generally bounded by Valley View/Moody/Ball/Cerritos) and provide a report to the City Manager.		X		

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **18.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/27/2022

SUBJECT: **Receive and File the Investment Report for the Month Ended May 31, 2022**

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of May 31, 2022, the City had $185.6 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 0.82%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of May 31, 2022. The Investment Report consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City’s Investment Policy further defines permitted investments. These restrictions in investment types and the terms of allowable investments result in limited yields on City investments.
4. Interfund Investments - Shows the amount of loans between City funds. There is a loan outstanding from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund related to the construction of Lexington Park.
5. Summary of Cash and Investments Held by Fiscal Agent and In Trust - Shows the

investments held by fiscal agents for the benefit of bondholders of City-issued debt as well as investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The amounts held by fiscal agents are restricted to making future debt service payments and the pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the potential for higher yields to be earned on investments held by fiscal agents and in the pension trust.

As mentioned previously, the City had $185.6 million (current market value) in cash and investments at May 31, 2022. The investments included Federal Agencies Debt ($24.1 million) and Investment Pools ($156.8 million). The City's bank accounts held $4.7 million on May 31, 2022.

The majority of the investment portfolio is with the State Investment Pool (Local Agency Investment Fund or LAIF) in which the State's investment experts provide a diversified investment pool for local agencies to invest. By using the combined size of the participating cities and agencies, the State Pool can provide better yield, liquidity and investment knowledge than otherwise would be available to a single entity. The City has also invested in CalTRUST, which is a joint powers authority (JPA) investment pool option for public agencies. Expanding the pooled investment options provides flexibility and liquidity until market yields increase.

The amount of cash in the City's checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first $250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended May 31, 2022

City of Cypress

Summary of Cash and Investments

As of May 31, 2022

	Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1)	Ckg	General Operating Account	Bank of the West		6/1/2022	-	$ 4,626,142.57	$ 4,626,142.57
	Pool	Local Agency Investment Fund	State Treasurer		6/1/2022	0.684	69,000,000.00	68,223,994.12
	Pool	Local Agency Investment Fund	State Treasurer		6/1/2022	0.684	66,000,000.00	65,257,733.51
	Pool	CalTRUST Short Term Fund	CSAC Finance		6/1/2022	0.720	1,995,992.49	1,995,992.49
	Pool	CalTRUST Medium Term Fund	CSAC Finance		6/1/2022	1.080	21,345,704.15	21,345,704.15
	FFCB	Federal Farm Credit Bank	Bank of the West	3/22/2021	3/17/2025	0.700	4,000,000.00	3,770,080.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/27/2021	2/27/2025	0.660	3,000,000.00	2,838,450.00
	FHLB	Federal Home Loan Bank	Bank of the West	4/28/2022	4/19/2024	2.150	3,000,000.00	2,999,910.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/9/2022	11/9/2023	1.750	5,000,000.00	5,004,600.00
	FHLB	Federal Home Loan Bank	Bank of the West	5/16/2022	2/16/2024	2.650	4,500,000.00	4,505,220.00
	TSY	US Treasury Bill	Bank of the West	4/28/2022	6/30/2023	1.375	4,963,281.25	4,957,600.00
	Ckg	Worker's Comp Account	Bank of the West		6/1/2022	-	25,000.00	25,000.00
	Ckg	Liability Account	California Bank & Trust		6/1/2022	-	8,500.00	8,500.00
							$ 187,464,620.46	$ 185,558,926.84

Average Weighted Yield to Maturity: 0.82%
Average Weighted Days to Maturity: 89.28

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.
(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available at the Office of the Finance Director.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: _____
Finance Director

City of Cypress

Changes in Cash/Investments

		3/31/2022	+RECEIPTS	(DISBURSEMENTS)	4/30/2022	+RECEIPTS	(DISBURSEMENTS)	5/31/2022
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	$ 19,836,971	$ 4,769,746	$ (4,804,551)	$ 19,802,166	$ 5,920,649	$ (2,667,840)	$ 23,054,975
SPECIAL REVENUE								
212	CRPD-GENERAL FUND	13,720,254	1,834,827	(521,592)	15,033,489	698,335	(372,765)	15,359,059
213	CRPD-PARK DEVELOPMENT	608,437	496,747	-	1,105,184	-	-	1,105,184
221	TRAFFIC SAFETY	54,605	6,642	-	61,247	6,918	-	68,165
230	STREETS	6,459,895	249,161	(101,754)	6,607,302	341,665	(8,016)	6,940,951
251	LIGHTING DISTRICT #2	5,852,915	389,163	(109,191)	6,132,887	117,433	(75,288)	6,175,032
261	STORM DRAIN	1,236,710	31,406	(50,031)	1,218,085	28,757	(51,038)	1,195,804
262	PLANNED LOCAL DRAINAGE FACILITY	993,902	53,783	-	1,047,685	-	-	1,047,685
271	CORP CNTR MAINT DISTRICT #1	179,819	35,019	(9,858)	204,980	-	(14,034)	190,946
280	ASSET SEIZURE	1,566,416	543	(1,129)	1,565,830	-	(2,689)	1,563,141
291	CABLE TV FRANCHISE AGREEMENT	665,865	1,413	-	667,278	17,067	-	684,345
301	SUPPLEMENTAL LAW ENFORCEMENT	65,767	24	(6,021)	59,770	1,282	(10,448)	50,604
321	SEWER FUND	6,312,702	129,899	(30,770)	6,411,831	147,314	(38,427)	6,520,718
471	LOW AND MODERATE HSG ASSET	66,393	3,658	(6,504)	63,547	1,611	(5,399)	59,758
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	14,541,989	-	(48,383)	14,493,606	-	(369,748)	14,123,858
416	INFRASTRUCTURE RESERVE	68,912,809	-	(17,541)	68,895,268	-	(36,788)	68,858,480
TRUST AND AGENCY								
462	SUCCESSOR AGENCY TO RDA	224,751	78	(88)	224,742	-	-	224,742
600	TRUST AND AGENCY	1,530,987	15,680	(33,126)	1,513,541	27,371	(18,298)	1,522,614
611	BUSINESS ASSESSMENT DISTRICT	24,398	9	(4,423)	19,984	-	-	19,984
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	12,472	4	-	12,476	-	-	12,476
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,592,395	232,454	(208,854)	3,615,995	230,970	(192,948)	3,654,017
720	CAPITAL REPLACEMENT	15,005,101	97,738	(1,767)	15,101,072	71,823	(8,529)	15,164,366
730	TECHNOLOGY IMPROVEMENT	2,370,001	-	-	2,370,001	-	-	2,370,001
750	EMPLOYEE BENEFITS	7,730,575	1,064,816	(956,195)	7,839,196	1,032,936	(2,719,027)	6,153,105
760	LIABILITY SELF INSURANCE	3,004,073	48,553	-	3,052,626	69,137	(3,500)	3,118,263
770	WORKERS COMP SELF INSURANCE	2,412,327	56,841	(55,524)	2,413,644	63,624	(39,083)	2,438,185
OTHER								
811/812	WESTCOMM JPA	3,650,536	508,810	(273,651)	3,885,695	70,452	(227,253)	3,728,894
		$ 180,786,641	$ 10,027,014	$ (7,240,953)	$ 183,572,701	$ 8,847,344	$ (6,861,118)	$ 185,558,927

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of May 31, 2022

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	5+ years	Totals	Percent
CASH	4,659,643							4,659,643	2.51%
FFCB				3,770,080				3,770,080	2.03%
FHLB			12,509,730	2,838,450				15,348,180	8.27%
JPA POOL	23,341,696							23,341,696	12.58%
STATE POOL	133,481,728							133,481,728	71.93%
TSY			4,957,600					4,957,600	2.67%
Totals	161,483,067	0	17,467,330	6,608,530	0	0	0	185,558,927	100.00%
Percent	87.03%	0.00%	9.41%	3.56%	0.00%	0.00%	0.00%	100.00%	

CITY OF CYPRESS
INTERFUND INVESTMENTS

As of May 31, 2022

Note No.	Note Outstanding To	Note Outstanding From	Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding
2	CRPD	City	02/08/21	06/30/25	LAIF	12,800,000	6,881,591

Total Interfund Investments	$ 6,881,591

The City Infrastructure Reserve Fund issued a $12.8 million promissory note to the Cypress Recreation and Park District General Fund to pay for the construction of Lexington Park. Repayment by the Cypress Recreation and Park District will be made from future park development fees. In February 2022, $4,785,916 was paid against the note.

City of Cypress
Summary of Cash and Investments Held In Trust and By Fiscal Agent

As of May 31, 2022

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
PARS Public Agencies Post-Employment Benefits Trust						
Trustee: Public Agency Retirement Services (PARS)						
Section 115 Trust	Pension Trust	Various	Open	-6.42%	$ 17,690,000.00	$ 19,831,389.74
			Total		$ 17,690,000.00	$ 19,831,389.74
Cypress Business and Professional Center Assessment District No. 1 - 1998 Improvement Bonds						
Trustee: U.S. Bank Corporate Trust Services						
Redemption Fund	Money Market	First American	Open	n/a	$ 0.02	$ 0.02
Reserve Fund	Money Market	First American	Open	n/a	$ 160,102.20	$ 160,102.20
			Total		$ 160,102.22	$ 160,102.22

* 12-month period ending with the current month.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **19.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 06/27/2022

SUBJECT: Approve Register of Warrants, Transfers, and Wires Issued for the Period of June 4, 2022 through June 17, 2022

RECOMMENDATION

Approve the attached payment register summarized below for the period of June 4, 2022 through June 17, 2022:

- Electronic Funds Transfers 11192 through 11200
- Warrants 59674 through 59797
- Payroll Transfers W1477

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is then presented to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided Payments (if any) are also included at the end of the register.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of June 4, 2022 through June 17, 2022 are $1,657,918.13.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 06-04-22 through 06-17-22

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
11192	100505 - CITY OF CYPRESS-WORKERS COMP	$ 527.07			
			W/C Claims/Prof Svcs/#25129-25154	Reimb 6/10/22	$ 527.07
11193	100505 - CITY OF CYPRESS-WORKERS COMP	$ 1,770.80			
			W/C Claims/Medical/#25129-25154	Reimb(A) 6/10/22	$ 1,770.80
11194	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,792.08			
			W/C Claims/Perm Disability/#25129-25154	Reimb(B) 6/10/22	$ 4,792.08
11195	100505 - CITY OF CYPRESS-WORKERS COMP	$ 513.28			
			W/C Claims/Temporary Disability/#25129-25154	Reimb(C) 6/10/22	$ 513.28
11196	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 157,580.39			
			Med Insurance/City & Dist 6/22	16808021	$ 157,580.39
11197	116005 - PERS/PUBLIC EMPLOYEES RETIREMENT SYS	$ 11,006.54			
			Med Insurance/West Comm 6/22	16808675	$ 11,006.54
11198	1480 - ARCO BUSINESS SOLUTIONS	$ 22,269.87			
			Fuel/Police 5/3-6/2	NP62263706	$ 22,269.87
11199	1480 - ARCO BUSINESS SOLUTIONS	$ 3,771.25			
			Fuel/Maint 5/3-6/2	NP62263706A	$ 3,771.25
11200	1480 - ARCO BUSINESS SOLUTIONS	$ 189.77			
			Fuel/Admin 5/3-6/2	NP62263706B	$ 189.77
59674	123456 - ADS CONSULTING GROUP INC	$ 472.60			
			Consult/Network 4/21	204026	$ 125.00
			Consult/Network 5/18	204156	$ 347.60
59675	109380 - AFFORDABLE GENERATOR SERVICES, INC	$ 9,948.11			
			Replace/Generator Control Panel/PS #6	21179	$ 9,948.11
59676	270 - AITHAL, DARSHINI	$ 210.60			
			Instruct/Flow Yoga 5/2-58/23	5/23/22	$ 128.70
			Instruct/Flow Yoga 5/3-5/31	5/31/22	$ 81.90
59677	100723 - ALESHIRE & WYNDER, LLP	$ 32,750.66			
			Legal Svc/City Council Matters 4/22	67989	$ 292.50
			Legal Svc/Engineering 4/22	67992	$ 741.53
			Legal Svc/Finance 4/22	67993	$ 19.50
			Legal Svc/General Admin 4/22	67988	$ 5,246.23
			Legal Svc/Makkouk 4/22	67997	$ 6,166.71
			Legal Svc/Planning 4/22	67991	$ 1,774.50
			Legal Svc/Police 4/22	67995	$ 1,365.00
			Legal Svc/Recreation 4/22	67994	$ 214.50
			Legal Svc/Refuse 4/22	67996	$ 90.00
			Lit Svc/Chaney 4/22	67999	$ 7,176.26
			Lit Svc/CVRA Challenge 4/22	67998	$ 5,652.00
			Lit Svc/Estrada 4/22	68000	$ 3,613.50
			Lit Svc/General Admin 4/22	67990	$ 398.43

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59678	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 15,251.58			
			Crossing Guard Svcs(30 Hrs)/Orange & Grindlay 4/17-4/30	77580(A)	$ 678.30
			Crossing Guard Svcs(644.55 Hrs) 4/17-4/30	77580	$ 14,573.28
59679	1403 - ALL STAR ELITE SPORTS	$ 668.67			
			Shirts(81)/Challenger Basketball	2923	$ 668.67
59680	102587 - AMERICAN RENTALS	$ 108.02			
			Rent/Concrete Jack Hammer 5/25-5/26	504686	$ 108.02
59681	63 - ANAHEIM RUBBER & IND SUPPLY CO	$ 247.07			
			Replace/Tire Flap(1)/Gasket(1)/Sewer Truck Unit #142	106305	$ 247.07
59682	1200 - ANNEALTA GROUP	$ 5,696.25			
			Svc/Planning Project Manager/Housing Element Implementation 5/22	2403	$ 5,696.25
59683	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	$ 4,400.00			
			Svc/City Engineer 4/22	123788	$ 4,400.00
59684	110860 - AT&T	$ 824.23			
			Svc/Internet 5/22	18290449	$ 824.23
59685	110860 - AT&T	$ 2,354.41			
			Cell Svc/Maint 5/22	5/22(D)	$ 54.19
			Cell Svc/PD 5/22	5/22(E)	$ 239.02
			PD Svc/Mobile Data 5/22	5/22(G)	$ 1,888.28
			Svc/Planning iPads 5/22	5/22(F)	$ 86.46
			Wireless Svc/Myra Pump Station #2 5/22	5/22(C)	$ 86.46
59686	110860 - AT&T	$ 4.76			
			2481347232-Admin Phone Svc 6/22	6/22	$ 4.76
59687	110860 - AT&T	$ 25.04			
			9391033696-PD Phone Svc 5/22	5/22(A)	$ 25.04
59688	110860 - AT&T	$ 1.54			
			East Wing Fax Line 5/22	5/22(B)	$ 1.54
59689	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 11,247.30			
			Insurance/Dental & Vision/City & Dist 6/22	B05Q7Z	$ 10,174.10
			Insurance/Dental & Vision/West Comm 6/22	B05Q8M	$ 1,073.20
59690	1011 - BIT DIRECT INC	$ 3,383.64			
			Projector(1)/Sr Center 5/23	5030359	$ 3,383.64
59691	111882 - CALIFORNIA YELLOW CAB CORP	$ 1,298.00			
			Sr Center/Nutrition Program 4/22	4503022	$ 792.00
			Taxi Voucher Program/Sr Center 4/22	4501022	$ 506.00
59692	103016 - CAMERON WELDING CO	$ 68.00			
			Cylinder Charges 4/22	09241183	$ 68.00
59693	122396 - CARRILLO, JUAN	$ 12.00			
			Meal/First Aid/CPR 5/20	6/10/22	$ 12.00
59694	123012 - CHARLES ABBOTT ASSOCIATES	$ 3,298.75			
			Svc/NPDES/WQMP Review 4/22	64194	$ 3,298.75

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59695	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC	$ 1,378.88			
			W/C CAD/RMS Ethernet Services 5/4-6/3	0026082050522	$ 1,378.88
59696	110067 - COMLINK LASER CARE	$ 130.71			
			Toner(1)/PD 5/26	74020	$ 130.71
59697	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/OC Automated Telecommunication System 5/22	SH61985	$ 1,104.51
59698	129969 - CROWN TROPHY COLOMRICAN, INC	$ 297.77			
			Medals(40)/Youth Volleyball 4/21	15930	$ 215.07
			Plaque(1)/Sr Center Volunteer Award 4/8	15912	$ 82.70
59699	107980 - CYPRESS COLLEGE-NOCCCD	$ 500.00			
			Rental/Room #118/Staff/Salute to America 7/1	2013	$ 500.00
59700	734 - CYPRESS YOUTH BASEBALL	$ 930.00			
			Reimb/Suspended Ceiling Grid/Oak Knoll Park	Reimb 6/10/22	$ 930.00
59701	16 - DASH MEDICAL GLOVES, INC	$ 671.93			
			PD Exam Gloves(4K) 5/18	INV1263204	$ 671.93
59702	1158 - DIRECTV	$ 175.99			
			W/C Svc/Satellite TV 5/25-6/24	006762204X220526	$ 175.99
59703	107921 - DRAPER, JEFF	$ 50.00			
			Reimb/ABC License Application/Salute to America 7/1	Reimb 6/10/22	$ 50.00
59704	693 - DUNN RIGHT ELECTRICAL-KEVIN DUNN	$ 1,684.89			
			Install/Scoreboard Sub Panel/Oak Knoll Park 2/15	5691	$ 930.44
			Repair/Underground Electrical Line Break/Oak Knoll Park 2/18	5642	$ 754.45
59705	1296 - EDCO CNG	$ 2,267.34			
			Natural Gas(489.19 Gls)/Sweepers(2)/Sewer Truck(1) 4/16-4/30	04302022-6	$ 1,040.51
			Natural Gas(576.79 Gls)/Sweepers(2)/Sewer Truck(1) 4/1-4/15	04152022-6	$ 1,226.83
59706	1169 - EVER AFTER EVENT PRODUCTIONS, LLC	$ 2,564.25			
			Instruct/Dance 5/3-6/1	6/1/22	$ 2,564.25
59707	104530 - EXPERIAN	$ 77.48			
			PD Credit Reports 5/22	CD2302003626	$ 77.48
59708	2054 - FAST UNDERCAR BM INDUSTRY INC	$ 341.45			
			Strut Assemblies(2) 4/29	27EW7760	$ 341.45
59709	1127 - FLORES, THOMAS	$ 242.00			
			Meal/First Aid/CPR 5/13	Reimb(A) 6/10/22	$ 12.00
			Reimb/Rifle Marksmanship 5/23-5/27	Reimb 6/10/22	$ 230.00
59710	1115 - FRONTIER	$ 375.53			
			W/C Phone Svc/5624931036 6/22	6/22(A)	$ 84.49
			W/C Svc/Circuit Line 5/13-6/12	5/13/22-6/12/22	$ 291.04
59711	129619 - GENERAL BINDING CORP-GBC	$ 99.78			
			Laminating Film(1 Rl) 5/21	4719781353	$ 99.78

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59712	119018 - GOLDEN STATE WATER COMPANY	$ 7,253.29			
			Svc/Athletic Fields 5/22	5/22(A)	$ 128.51
			Svc/Maint Yard Landscaping 4/22	4/22(L)	$ 862.63
			Svc/Parks Landscaping 4/22	4/22(M)	$ 1,996.76
			Svc/Parkway Maint 4/22	4/22(N)	$ 1,876.49
			Svc/Parkway Maint 5/22	5/22(B)	$ 1,519.96
			Svc/Stanton Channel Berm 4/22	4/22(K)	$ 619.93
			Svc/Storm Drain 5/22	5/22	$ 249.01
59713	103008 - HARTZOG & CRABILL	$ 2,025.00			
			Svc/Monitor Traffic Signals 4/22	22-0260	$ 2,025.00
59714	112187 - HEALY, BRIAN	$ 12.00			
			Meal/First Aid/CPR 5/13	Reimb 6/10/22	$ 12.00
59715	1814 - HORIZONS CONSTRUCTION COMPANY INTL., INC	$ 445,607.40			
			Construct/Lexington Park 2/22	14-2/22	$ 445,607.40
59716	6 - HUNTER SECURITY, INC	$ 1,297.50			
			Svc/Restroom & Tennis Court Lockup 4/22	12205	$ 1,297.50
59717	1493 - IMPERIAL SPRINKLER SUPPLY	$ 300.00			
			Svc/Troubleshoot/Irrigation Solar System/Moody Median 9/13	4821811-00	$ 300.00
59718	1771 - INNOVATIVE LOCK SERVICES/DORANTES, DREW K	$ 6,361.22			
			Install/Door Hardware/PD 5/9	INV0844	$ 4,710.68
			Install/Door Locks(23)/Keys(70)/PD 6/6	INV0872	$ 1,650.54
59719	103024 - JHM & CARSON SUPPLY	$ 238.69			
			Grass Seed(25 Lbs)/Darrell Essex Park 5/2	76882/3	$ 134.69
			Sprinkler Head(1)/Irrigation Box Cover(1)/Couplings(25) 5/26	77809/3	$ 23.78
			Sprinkler Heads(2)/Coupling(1) 5/6	77115/3	$ 80.22
59720	2023 - KELLEY, JORDAN	$ 12.00			
			Meal/Informant Development & Management 5/24	Reimb 6/10/22	$ 12.00
59721	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 430.08			
			Specialty Paper(6 Rms) 6/8	10976256	$ 430.08
59722	112054 - LAKEWOOD NURSERY	$ 361.14			
			Plants(21)/Darrel Essex Park 4/28	12542	$ 361.14
59723	1607 - LEMMON, BRADLEY	$ 12.00			
			Meal/First Aid/CPR 5/13	Reimb 6/10/22	$ 12.00
59724	122069 - LIEBERT CASSIDY WHITMORE	$ 1,691.00			
			Legal Svc/PD Matter #CY020-00037 4/22	217272	$ 1,691.00
59725	1973 - MARINA LANDSCAPE, INC	$ 4,743.20			
			Construct/Katella Ave Median Restoration 3/22	152116-06	$ 4,363.20
			Construct/Katella Ave Median Restoration 4/22	152116-07	$ 380.00
59726	300 - MARSHALL, BROOK	$ 12.00			
			Meal/First Aid/CPR 5/13	Reimb 6/10/22	$ 12.00
59727	1061 - MARTINEZ, DIANA	$ 12.00			
			Meal/First Aid/CPR 4/20	Reimb 6/10/22	$ 12.00

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59728	110492 - MCBAIN, MICHAEL	$ 24.00			
			Reimb/Parking/Traffic Safety Forum 5/10	Reimb 6/10/22	$ 24.00
59729	113056 - MCMASTER CARR SUPPLY CO	$ 845.32			
			Corner Guards(48 Ft)/PD Interior Walls 5/2	77957996	$ 845.32
59730	1483 - MERCADO, HENRY	$ 242.00			
			Advance/Terrorist Interdiction Conference 6/26-6/30	Adv 6/26-6/30	$ 230.00
			Meal/First Aid/CPR 5/20	Reimb 6/10/22	$ 12.00
59731	578 - MIG-MOORE IACOFANO GOLTSMAN/HOGLE-IRELAND, INC	$ 4,412.50			
			Design/Arnold Cypress Park Rehab 4/22	0075351	$ 4,412.50
59732	80 - MORRIS, LETICIA	$ 331.50			
			Instruct/Zumba 5/7-5/28	5/28/22	$ 179.40
			Instruct/Zumba Gold 5/5-5/26	5/26/22	$ 152.10
59733	129801 - MUTUAL LIQUID GAS & EQUIP	$ 30.00			
			Rent/Propane Tank 12/1/21-2/28/22	22250	$ 30.00
59734	116455 - O H CASEY INC	$ 425.00			
			Svc/Porta-Pottie(1)/Maint Yard 5/12	0001512113(A)	$ 85.00
			Svc/Porta-Pottie(1)/Tennis Courts 5/13-6-9	0001512113	$ 340.00
59735	2047 - OMEGA INDUSTRIAL SUPPLY, INC	$ 258.08			
			Graffiti Remover(12 Cans) 3/30	142373	$ 258.08
59736	100305 - ORANGE COUNTY RANGE STORE	$ 803.82			
			Academy Books(5)/Uniform/Trainee JMcCormack	571	$ 401.91
			Academy Books(5)/Uniform/Trainee SRamsey	572	$ 401.91
59737	129575 - PARKHOUSE TIRE INC	$ 774.52			
			Sweeper Tires(2) 4/20	1020254911	$ 774.52
59738	2036 - PIPE TEC, INC	$ 84,220.92			
			Inspect/CCTV & Sewer Systems/Citywide 4/22	9600	$ 84,220.92
59739	610 - POWER TOYOTA BUENA PARK	$ 1,607.08			
			Replace/Instrument Cluster/Unit #145	763938	$ 1,607.08
59740	1310 - PRESTI, CAMERON	$ 230.00			
			Reimb/Rifle Marksmanship 5/23-5/27	Reimb 6/10/22	$ 230.00
59741	1598 - RBL INC PLUMBING	$ 1,200.00			
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 5/25	376	$ 600.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 5/4	375	$ 600.00
59742	1966 - REIHANIFAM, CHRISTOPHER	$ 242.00			
			Advance/Terrorist Interdiction Conference 6/26-6/30	Adv 6/26-6/30	$ 230.00
			Meal/Informant Development & Management 5/24	Reimb 6/10/22	$ 12.00
59743	1322 - REMARKABLE ENTERTAINMENT	$ 644.00			
			Rent/Movie Projection Screen/Summerfest on the Green 6/18	622	$ 644.00
59744	1344 - ROBERT BORDERS & ASSOC	$ 23,571.19			
			Construct/Design Support/PD Modernization 5/22	14664	$ 10,587.25
			Design/PD Building Modernization 5/22	14663	$ 12,983.94

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59745	1109 - ROBIN KLEIN	$ 650.00			
			W/C Svc/Psych Evals(2) 5/5-5/15	3-1-2022	$ 650.00
59746	106893 - SAFESHRED	$ 40.00			
			W/C Svc/Shredding 4/12	332308	$ 40.00
59747	730 - SIERRA INSTALLATIONS, INC	$ 2,040.00			
			Install/Cross Street Banners(2)/PD Open House 4/14	210401	$ 600.00
			Remove/Cross Street Banners(2)/PD Open House 5/31	210402	$ 600.00
			Update Banners(4)/Patriotic 5/31	210400	$ 840.00
59748	1181 - SITE ONE LANDSCAPE SUPPLY, LLC	$ 287.74			
			Compost(7 CY)/Darrell Essex Park 5/2	118652917-001	$ 287.74
			Compost(7 CY)/Darrell Essex Park 5/2	118653103-001	$ 287.74
			Credit/Compost(7 CY)/Darrell Essex Park 5/2	118652980-001	$ (287.74)
59749	119051 - SMART & FINAL (REC & PARKS)	$ 215.33			
			Food/Playground/Kids Night Out 5/19	20000801	$ 14.67
			Food/Teens/Youth Action Committee Banquet 5/5	20040501	$ 32.21
			Supplies/Emergency Bin 5/19	20011001	$ 20.08
			Supplies/Facility Operations 5/19	20011102	$ 40.35
			Supplies/Sr Center 5/18	20008601	$ 19.69
			Supplies/Sr Center 5/18	20008706	$ 33.41
			Supplies/Teens/Youth Action Committee Banquet 5/5	20024403	$ 54.92
59750	108459 - SMART & FINAL-POLICE ACCT	$ 226.50			
			PD Hot Cups(1K)/Breakroom 5/26	300001201	$ 111.85
			PD Knives(500)/Plates(375)/Breakroom 5/4	300011701	$ 57.59
			PD Plates(375)/Forks(500)/Breakroom 5/19	300002201	$ 57.06
59751	119016 - SO CAL EDISON	$ 80.60			
			700134894611 - Svc/Traffic Signal 5/22	5/22	$ 80.60
59752	119017 - SO CAL GAS CO	$ 1,411.29			
			00840909006 Svc/Comm Center 5/22	5/22(C)	$ 258.20
			08131074000 Svc/Storm Drain 5/22	5/22(G)	$ 14.30
			12600890003 Svc/Maint Yard 5/22	5/22(D)	$ 117.17
			13230923008 Svc/Storm Drain 5/22	5/22	$ 22.51
			14011061398 Svc/Storm Drain 5/22	5/22(E)	$ 24.69
			16111070716 Svc/Storm Drain 5/22	5/22(F)	$ 20.93
			18690942000 Svc/Sr Center 5/22	5/22(B)	$ 231.15
			19530910009 Svc/City Hall 5/22	5/22(A)	$ 722.34
59753	543 - SORVILLO, BRYAN	$ 1,244.00			
			Instruct/Private Tennis Lessons 5/22	5/31/22	$ 1,244.00
59754	125888 - SPARKLETTS	$ 11.44			
			Sr Center Bottled Water 4/22	4104716 4/22	$ 11.44
59755	1241 - SPECTRUM SECURITY GROUP LLC	$ 32.78			
			Irrigation Padlock Keys(12) 5/9	R15052	$ 32.78

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59756	109248 - STAPLES CREDIT PLAN-POLICE	$ 35.53			
			PD Certificate Holders(30)/PACE 4/27	36409	$ 35.53
59757	122963 - STERICYCLE INC	$ 42.19			
			PD Med Waste Removal 6/22	3006030586	$ 42.19
59758	455 - STORETRIEVE, LLC	$ 194.88			
			File Storage/Retrieval 5/22	0178214	$ 194.88
59759	1133 - SWAGIT PRODUCTIONS, LLC	$ 695.00			
			Svc/Video Stream/Council Meetings 5/22	20543	$ 695.00
59760	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 651.91			
			Safety Gear/Police Aid Yunjin Park	2280	$ 325.95
			Safety Gear/Police Aid Yunjun Park	2280(A)	$ 325.96
59761	110602 - TK ELEVATOR CORP THYSSENKRUPP ELEVATOR	$ 481.36			
			Svc/Elevator Maint 4/1/22-6/30/22	3006537970	$ 481.36
59762	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	$ 13,677.00			
			Install/Left Sink/Arnold Cypress Park Restroom 3/9	51540	$ 825.00
			Install/Right Sink/Arnold Cypress Park Restroom 3/8	51541	$ 825.00
			Repair/Broken Grease Line/Maint Yard 3/28	51765	$ 895.00
			Replace/Faucet(1)/Arnold Cypress Park Restroom 3/10	51545	$ 395.00
			Replace/Faucets(2)/Arnold Cypress Park Restrooms 3/2	51421	$ 837.00
			Replace/Sloan Valve/Arnold Cypress Park Restroom 3/7	51427	$ 950.00
			Service Call Fee 12/27	50053	$ 90.00
			Svc/Clear Plumbing Clog/Maint Yard Restroom 12/3	50058	$ 750.00
			Svc/Clear Plumbing Clog/Sr Center 3/29	51821	$ 90.00
			Svc/Clear Plumbing Clog/Willow Park Restrooms 2/17	51165	$ 215.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 1/3	50555	$ 725.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 12/30	50347	$ 725.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 12/6	50040	$ 725.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 2/2	50827	$ 725.00
			Svc/Hydro Jet Sewer Line/Civic Center Green Restrooms 2/24	51058	$ 725.00
			Svc/Hydro Jet Sewer Line/Oak Knoll Park Restrooms 1/8	50480	$ 725.00
			Svc/Hydro Jet Sewer Line/Oak Knoll Park Restrooms 2/18	51141	$ 725.00
			Svc/Hydro Jet Sewer Line/Oak Knoll Park Restrooms 3/5	51441	$ 850.00
			Svc/Hydro Jet Sewer Line/Willow Park Restrooms 2/11	51150	$ 725.00
			Svc/Plumbing Leak/Broken Pipe/PD 1/4	50513	$ 1,155.00
59763	105052 - TOPAZ ALARM CORP.	$ 60.00			
			Monitor Pumps 6/22	139071	$ 60.00
59764	591 - TRC-VALI COOPER AND ASSOCIATES, INC	$ 8,976.00			
			Inspect/Various Non-CIP Engineering Permits 4/22	36957	$ 8,976.00
59765	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 123.85			
			Svc/DigAlert Tickets 5/22	520220211	$ 123.85
59766	1139 - UNIFIRST CORP	$ 511.57			
			Uniforms/Mats/Mops/Towels 4/22	4/22	$ 511.57

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59767	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 2,187.87			
			Uniform/Nameplate(1)/Trainee SRamsey	6411	$ 1,033.19
			Uniform/PSO FDeLaRosa	6413	$ 136.77
			Uniform/Trainee JMcCormack	6412	$ 1,017.91
59768	100308 - UNITED MAINTENANCE SYSTEMS	$ 11,019.00			
			Svc/Janitorial/Citywide 4/22	15194	$ 5,286.50
			Svc/Janitorial/Park Restrooms(7) 4/22	15196	$ 4,945.50
			Svc/Weekend Enhanced Cleaning/PD 4/22	15195	$ 787.00
59769	1997 - VACCARO, FRANK WEST COAST OFFICIALS	$ 990.00			
			Officials(18 Games)/Youth Basketball 6/18-6/25	1242	$ 990.00
59770	2089 - VAZQUEZ, JORGE M GREASE AWAY	$ 600.00			
			Svc/Clean Exhaust Hood/Sr Center Kitchen 4/28	1488	$ 600.00
59771	1812 - VERONICA TAM & ASSOCIATES	$ 2,760.00			
			Consult/Housing Element/Full Scope 4/22	3091	$ 2,760.00
59772	1993 - WATANABE , BRYCE I	$ 1,266.20			
			Instruct/Karate 5/2-5/25	5/25/22	$ 1,266.20
59773	112149 - WESTERN EXTERMINATOR COMPANY	$ 389.10			
			Svc/Pest Control/Citywide 3/22	75669C	$ 362.60
			Svc/Rodent Control/City Hall 3/23	14718099	$ 26.50
59774	2058 - WHITE, LEANGELO	$ 60.00			
			Meals/Interview & Interrogation 5/2-5/6	Reimb 6/10/22	$ 60.00
59775	101980 - WORTHINGTON FORD	$ 791.06			
			Fuel Injectors(6)/Coils(2) 3/21	5142054	$ 488.50
			Replace/Fuel Injectors(6)/Unit #608 3/14	5141595	$ 302.56
59776	887 - YU, ANGUS	$ 12.00			
			Meal/First Aid/CPR 4/21	Reimb 6/10/22	$ 12.00
59777	1974 - YUNEX LLC	$ 14,290.14			
			Repair/Street Lights 4/22	5620039581	$ 2,138.75
			Repair/Traffic Signal Cabinet/Walker & Vessels 5/18	5610280291	$ 4,475.00
			Repair/Traffic Signals 4/22	5620039860	$ 3,356.25
			Svc/Street Light Survey 4/22	5610280651	$ 189.07
			Traffic Signal Maint 4/22	5610280657	$ 4,131.07
59778	0 - AHMED, ANOOSHA	$ 100.00			
			Refund/Facility Deposit/Contract #5938	Rfd 6/10/22	$ 100.00
59779	0 - CYPRESS INFLUENCE CHURCH	$ 300.00			
			Refund/Facility Deposit/Contract #5846	Rfd 6/10/22	$ 300.00
59780	0 - HODGES, JANICE	$ 300.00			
			Refund/Facility Deposit/Contract #5829	Rfd 6/10/22	$ 300.00
59781	0 - KANDA, ANJALA	$ 177.00			
			Refund/Writing Camp 6/13-6/17	Rfd 6/10/22	$ 177.00
59782	0 - LEE, LILY	$ 177.00			
			Refund/Writing Camp 6/20-6/24	Rfd 6/10/22	$ 177.00

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
59783	0 - LOREA, BARBARA	$ 300.00			
			Refund/Facility Deposit/Contract #5691	Rfd 6/10/22	$ 300.00
59784	0 - PIESTRZENIEWICZ, HEATHER	$ 100.00			
			Refund/Facility Deposit/Contract #5924	Rfd 6/10/22	$ 100.00
59785	0 - REYES, SANTIAGO	$ 1,000.00			
			Refund/5062 Olga Ave/CDD-22-48 & BS-22-739	Rfd 6/10/22	$ 1,000.00
59786	0 - SANCHEZ, LINDA	$ 1,580.00			
			Refund/Facility Rental/Contract #4505	Rfd 6/10/22	$ 1,580.00
59787	0 - SUN, YAN	$ 167.00			
			Refund/Writing Camp 6/20-6/24	Rfd 6/10/22	$ 167.00
59788	0 - TAKEUCHI, KARRIE	$ 167.00			
			Refund/Writing Camp 6/13-6/17	Rfd 6/10/22	$ 167.00
59789	0 - TANAKA, CAROLYN	$ 167.00			
			Refund/Writing Camp 6/27-7/1	Rfd 6/10/22	$ 167.00
59790	0 - VASQUEZ, JOSE	$ 2,600.00			
			Refund/6758 Leilani Lane/CDD-22-46 & BS-22-729	Rfd 6/10/22	$ 2,600.00
59791	0 - WANG, TIMOTHY	$ 354.00			
			Refund/Writing Camp 6/13-6/17	Rfd 6/10/22	$ 354.00
59792	0 - WANG, TIMOTHY	$ 204.00			
			Refund/All Sorts of Sports Camp 8/8-8/12	Rfd 6/10/22	$ 204.00
59793	129969 - CROWN TROPHY COLOMRICAN, INC	$ 330.79			
			Plaques(4)/Sr Center Volunteer Awards 3/23	15876	$ 330.79
59794	1061 - MARTINEZ, DIANA	$ 36.00			
			Meals/Tactical Rifle Course 9/22-9/24	Reimb 10/15/21	$ 36.00
59795	1987 - SON, YOUNGJUN	$ 36.00			
			Meals/Tactical Rifle Course 9/22-9/24	Reimb 10/29/21	$ 36.00
59796	0 - VAHED, SAL	$ 151.00			
			Refund/Writing Camp 8/9-8/13	Rfd 8/20/21	$ 151.00
59797	0 - XIANGMING, CAI	$ 40.00			
			Refund/Citation #CP464275	Rfd 12/22/21	$ 40.00
57617	0 - VAHED, SAL	$ (151.00)			
			Refund/Writing Camp 8/9-8/13	Rfd 8/20/21	$ (151.00)
57981	1061 - MARTINEZ, DIANA	$ (36.00)			
			Meals/Tactical Rifle Course 9/22-9/24	Reimb 10/15/21	$ (36.00)
58134	1987 - SON, YOUNGJUN	$ (36.00)			
			Meals/Tactical Rifle Course 9/22-9/24	Reimb 10/29/21	$ (36.00)
58494	0 - XIANGMING, CAI	$ (40.00)			
			Refund/Citation #CP464275	Rfd 12/22/21	$ (40.00)
59374	129969 - CROWN TROPHY COLOMRICAN, INC	$ (330.79)			
			Plaques(4)/Sr Center Volunteer Awards 3/23	15876	$ (330.79)

City of Cypress
Payment Register
06/04/22-06/17/22

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
Total EFTs		$ 202,421.05			$ 202,421.05
Total Warrants		769,141.53			769,141.53
Transfer to Payroll (W1477)		686,355.55	Payroll 05/27/22-06/10/22		686,355.55
Grand Totals		$ 1,657,918.13			$ 1,657,918.13

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **20.**

FROM: Alisha Farnell, City Clerk

DATE: 06/27/2022

SUBJECT: **Receive and File the Results of the 2022 Community Survey**

RECOMMENDATION

Receive and file the results of the 2022 Community Survey.

DISCUSSION

The City Council's Strategic Plan includes an objective to conduct a community survey to assess resident satisfaction with city services and public engagement. Earlier this year, the City Council approved a contract with True North Research, Inc. to conduct a formal, statistically accurate community survey that provides resident feedback on city programs and services. Cypress last conducted this type of survey in 2018, and this update serves as an important performance measurement and benchmarking tool for future decision-making.

The 2022 community survey used a stratified random sampling methodology that produces valid and reliable measures of opinions/interests and data that is representative of all of the estimated 37,783 adult residents in Cypress. A comprehensive database of Cypress households was utilized for this study, ensuring that all households in Cypress had an equal probability of being randomly selected for the survey. Once selected at random, residents were recruited to participate in the survey through a combination of mailed letters, email, text, and telephone calls. A unique passcode system was utilized to ensure that only Cypress residents who received an invitation could participate in the survey. A controlled random sample is necessary to reliably estimate the opinions of Cypress residents. Surveys that do not utilize a controlled random sample (e.g. surveys posted online or via social media) cannot provide reliable results representative of the city's population.

True North Research will provide a presentation of the survey results and a copy of the community survey summary report is attached to this report. Highlights include:

- The survey was conducted from April 16 through May 5 and utilized a mixed methodology to recruit participants (via mail, email, text and phone); data collection was conducted online and via telephone in English, Spanish, and Korean.
- 707 randomly selected residents participated, resulting in a margin of error of 3.7%.

- 51% of participants are female; 38% are Caucasian, 34% Asian, 19% Hispanic; 65% own homes; 49% are employed full-time; 20% have lived in Cypress for < 5 years, 42% 5-19 years; 34% are seniors, 24% under 35.
- 93% rate Cypress as an excellent/good place to live.
- 91% rate Cypress as an excellent/good place to raise a family.
- 90% rate Cypress' quality of life as excellent/good.
- 84% are very/somewhat satisfied with the City's efforts to provide municipal services.
- Public safety, maintaining city streets and roads, and maintaining parks and recreation areas were identified as the most important services for residents.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Survey Results Presentation
2022 Community Survey Report

Community Opinion Survey

Conducted for the
City of Cypress

Presented By
Timothy McLarney Ph.D.

6/23/2022

TrueNorth Research

METHODOLOGY OF STUDY

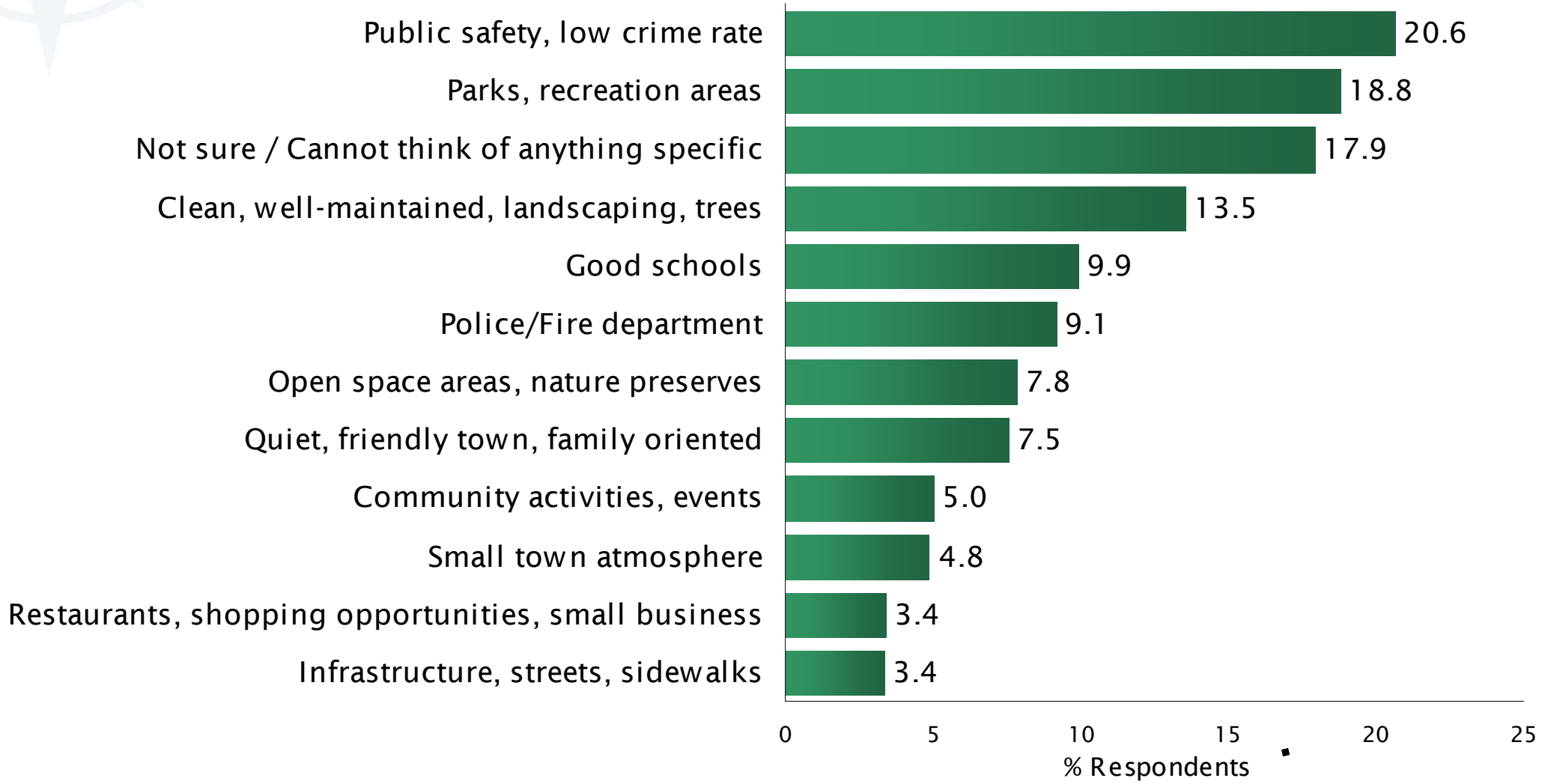
- Conducted April 16th to May 5th, 2022
- Stratified random sample of 707 residents
- Mixed Methodology
  - Recruited via mail, email, text and phone
  - Online and telephone data collection
  - English, Spanish & Korean
- Average interview length: 17 minutes
- Overall margin of error of ± 3.7%

	2020 Census/ACS Estimates	Sample of 707 Adult Residents
Age		
18 to 24 years	9%	11%
25 to 34 years	13%	14%
35 to 44 years	18%	19%
45 to 54 years	20%	20%
55 to 64 years	18%	17%
65 years and over	21%	18%
Home Ownership		
Own	69%	69%
Rent	31%	31%
Gender		
Male	48%	48%
Female	52%	52%
Race/Ethnicity		
African American / Black	3%	4%
Asian American	36%	34%
Caucasian / White	37%	39%
Latino / Hispanic	19%	19%
Mixed or other	5%	3%

RATING CYPRESS

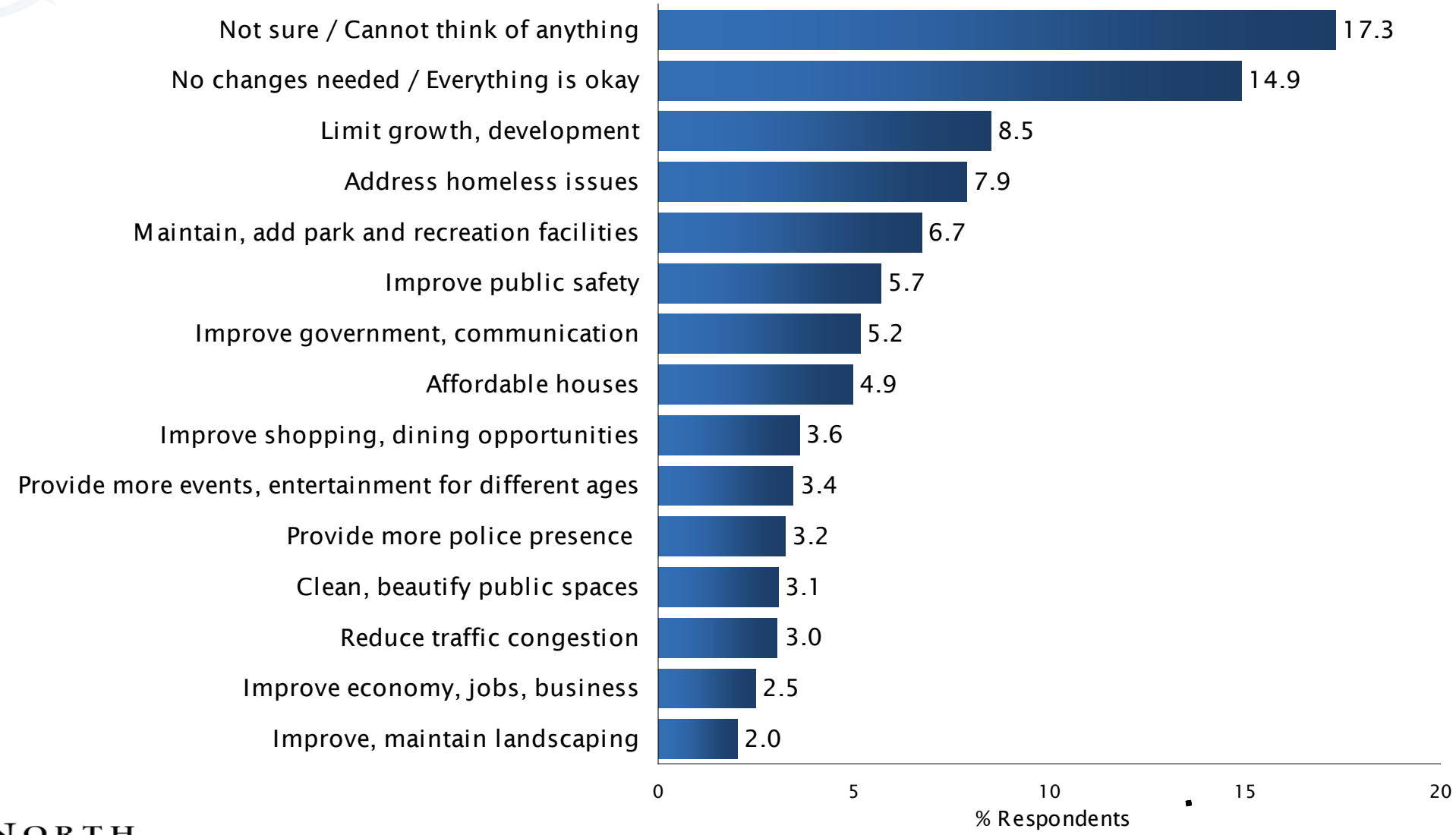


LIKE MOST ABOUT CYPRESS



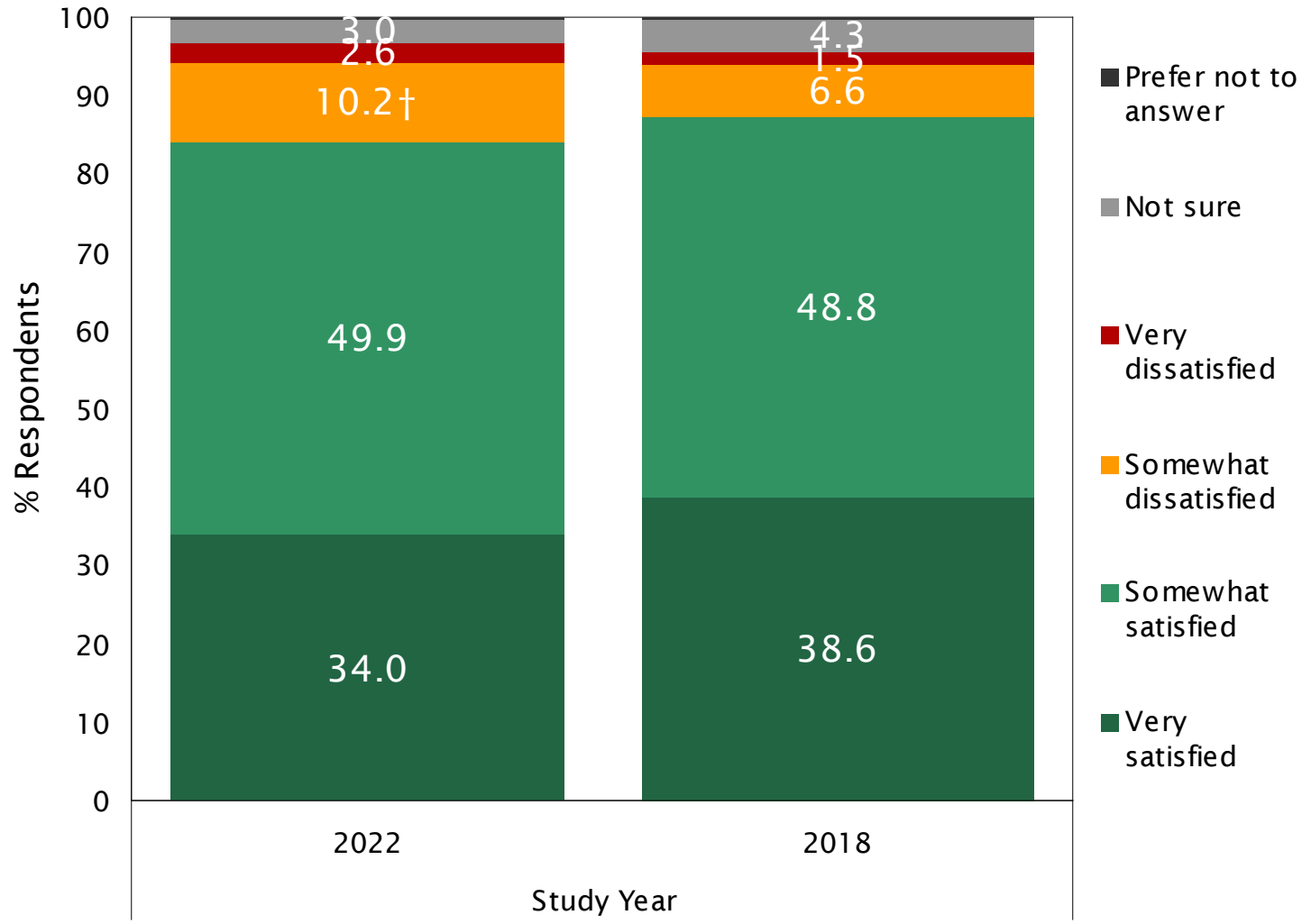
TRUENORTH RESEARCH

CHANGES TO IMPROVE CYPRESS



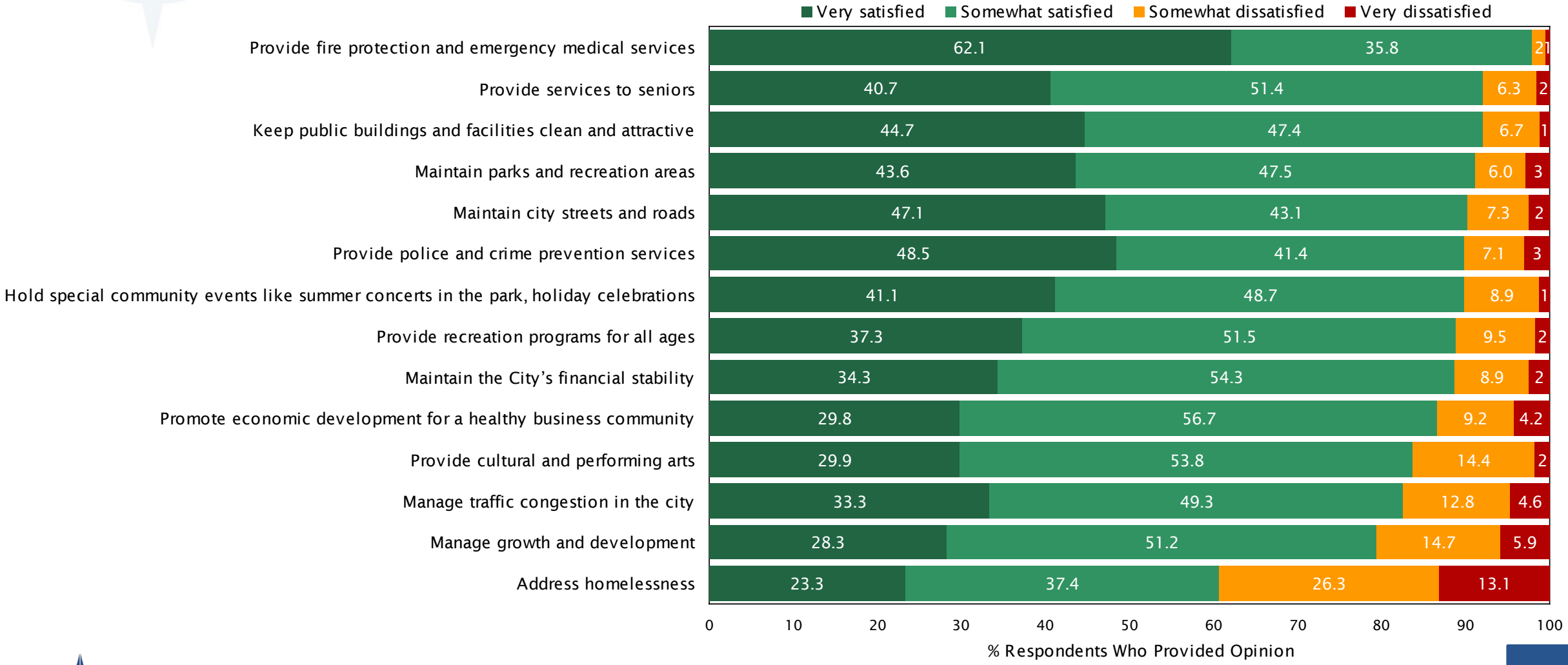
TRUENORTH RESEARCH

OVERALL SATISFACTION
BY STUDY YEAR



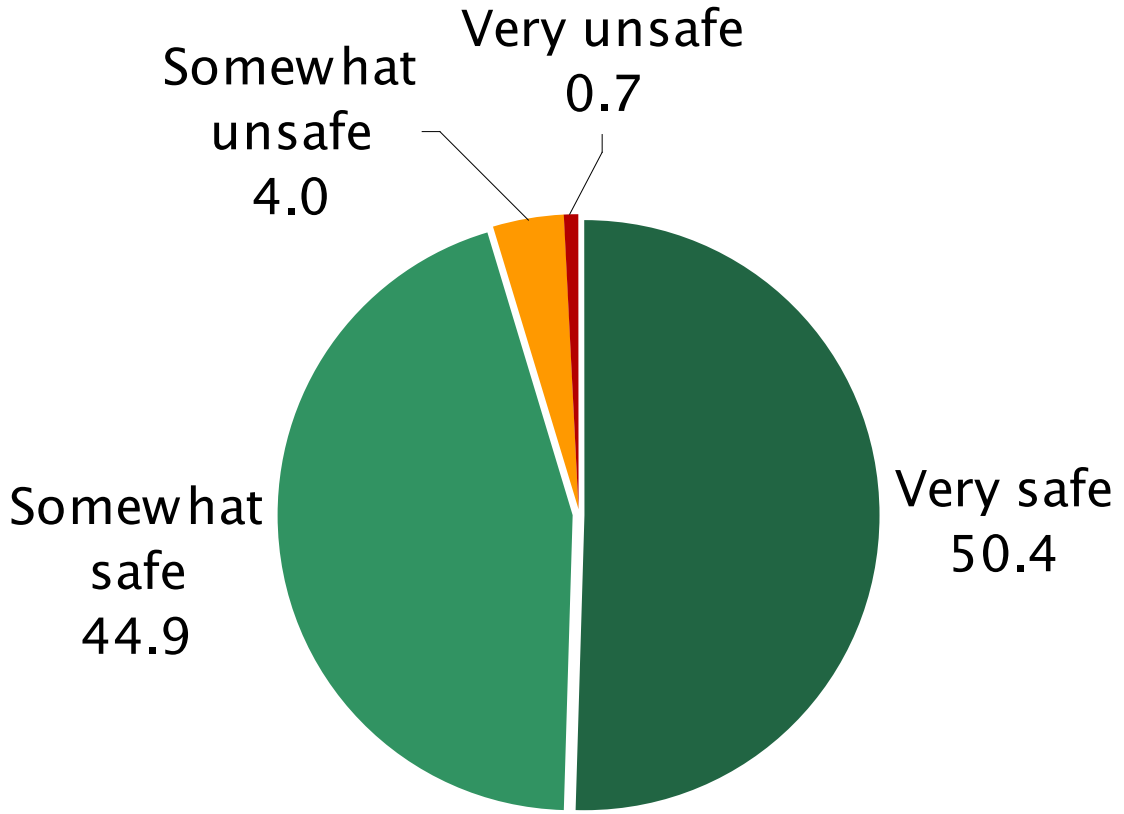
TRUENORTH RESEARCH

SATISFACTION WITH CITY SERVICES



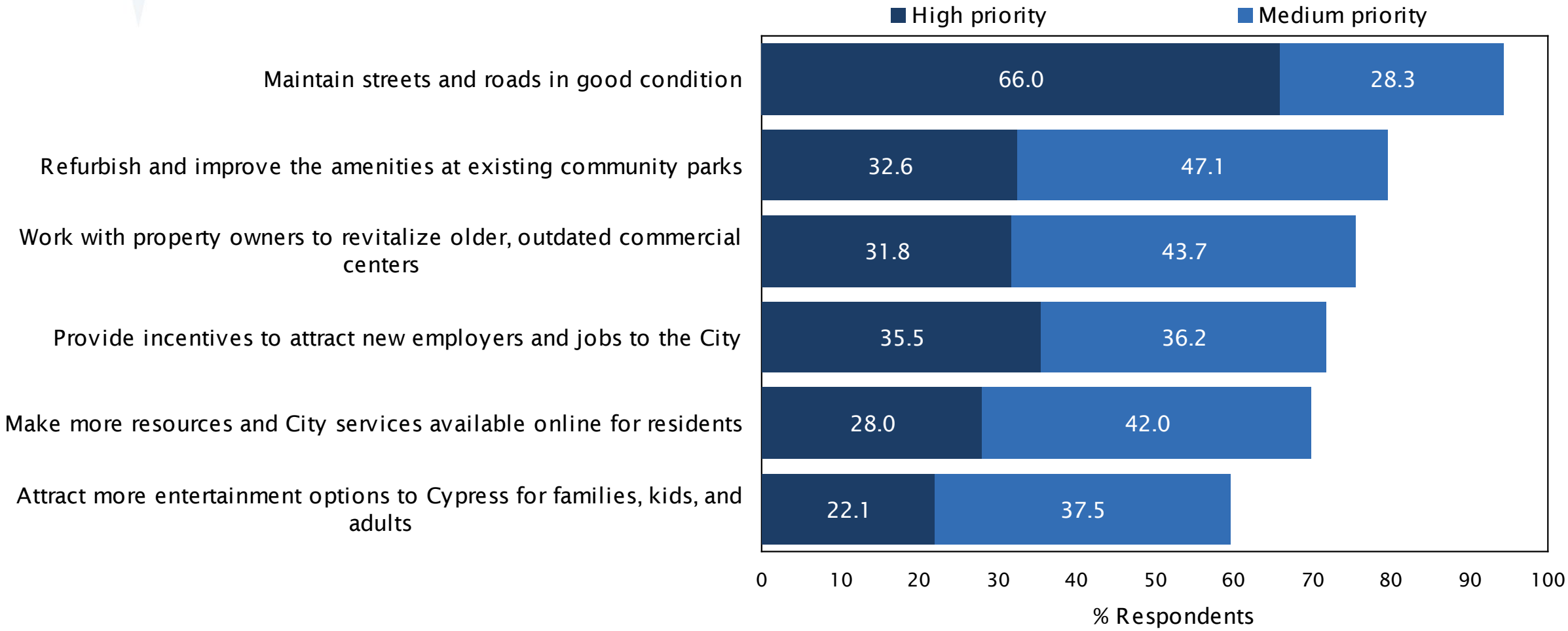
TRUENORTH RESEARCH

HOW SAFE IS CYPRESS?

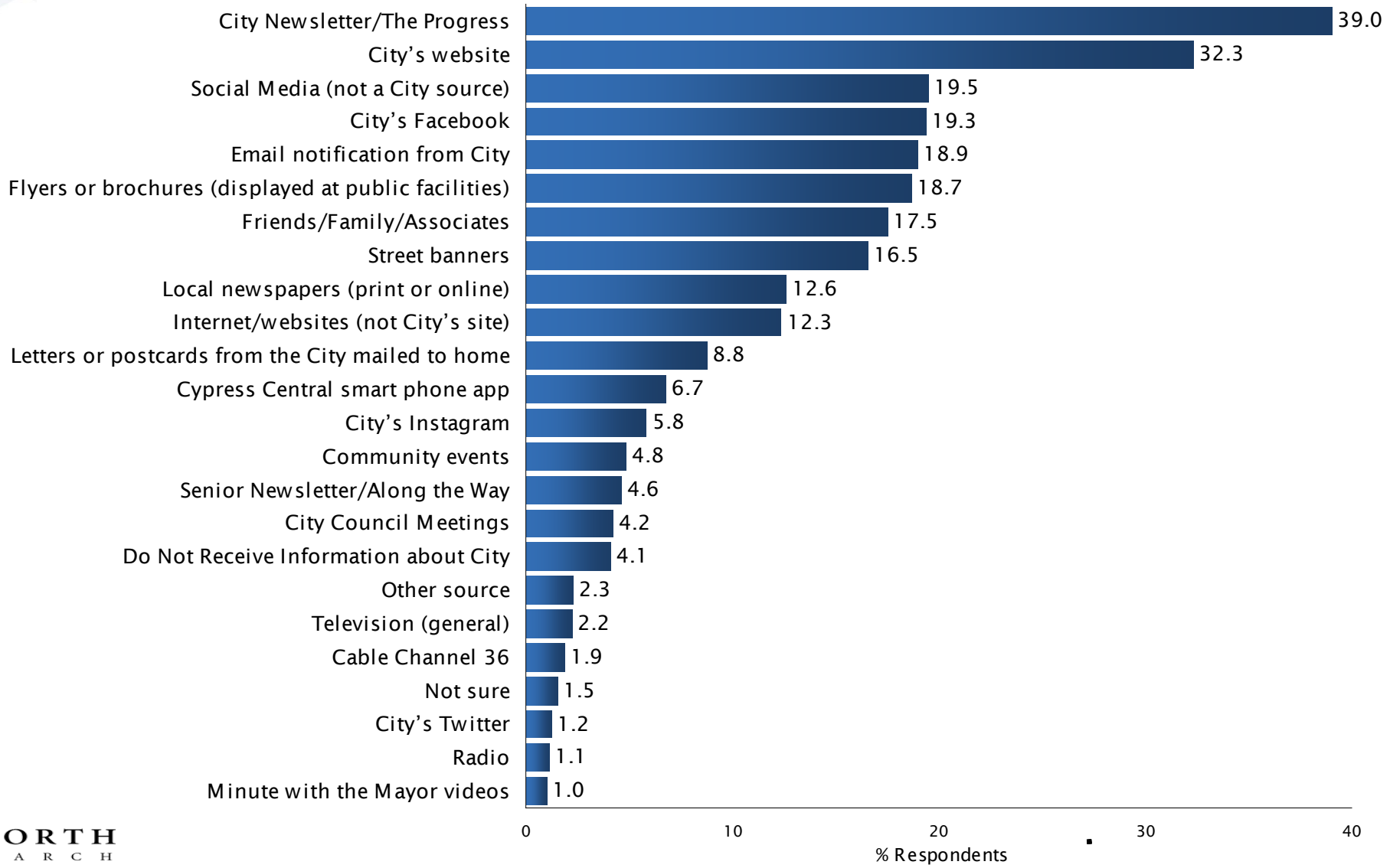


TRUENORTH RESEARCH

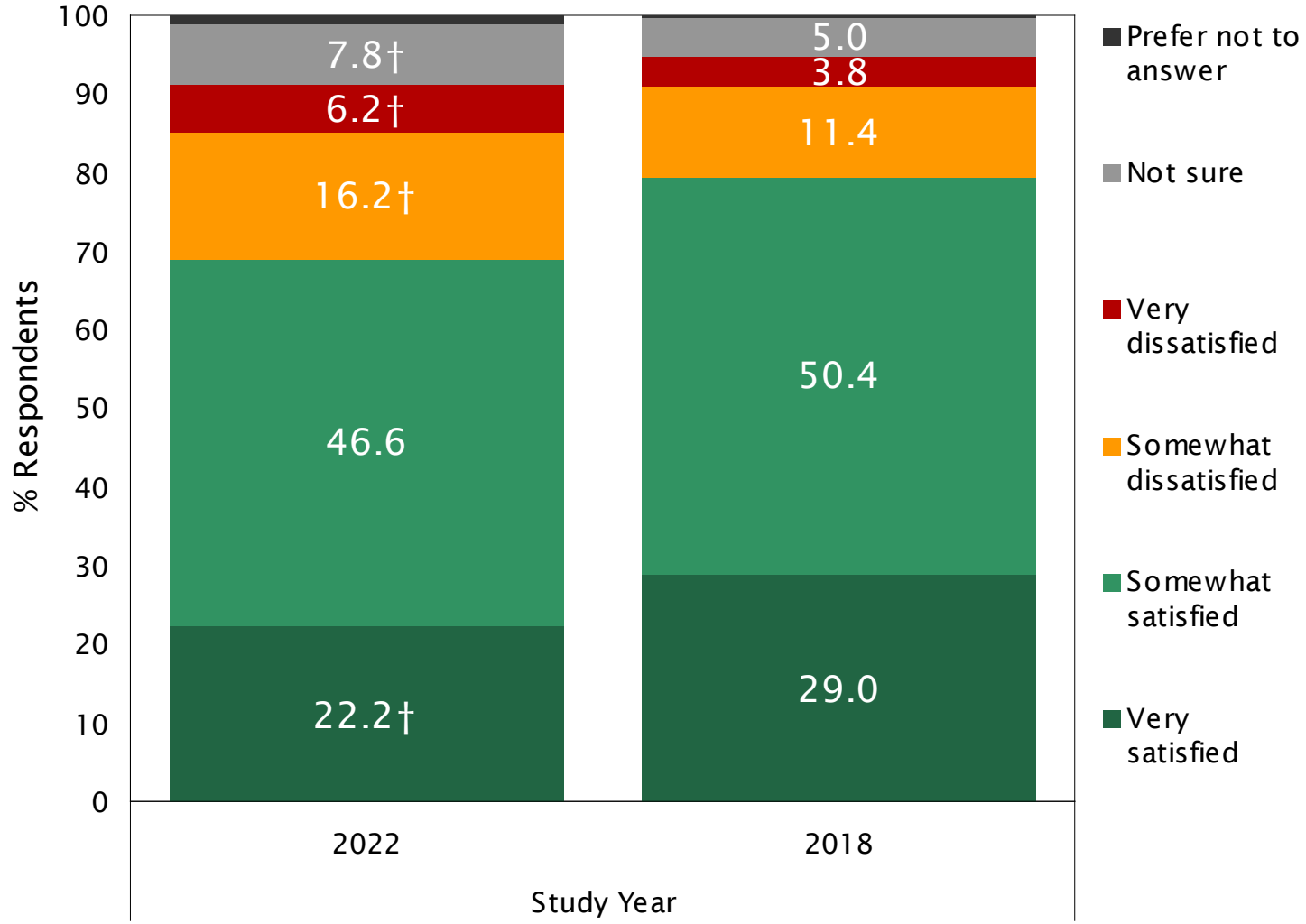
FUNDING PRIORITIES



INFORMATION SOURCE

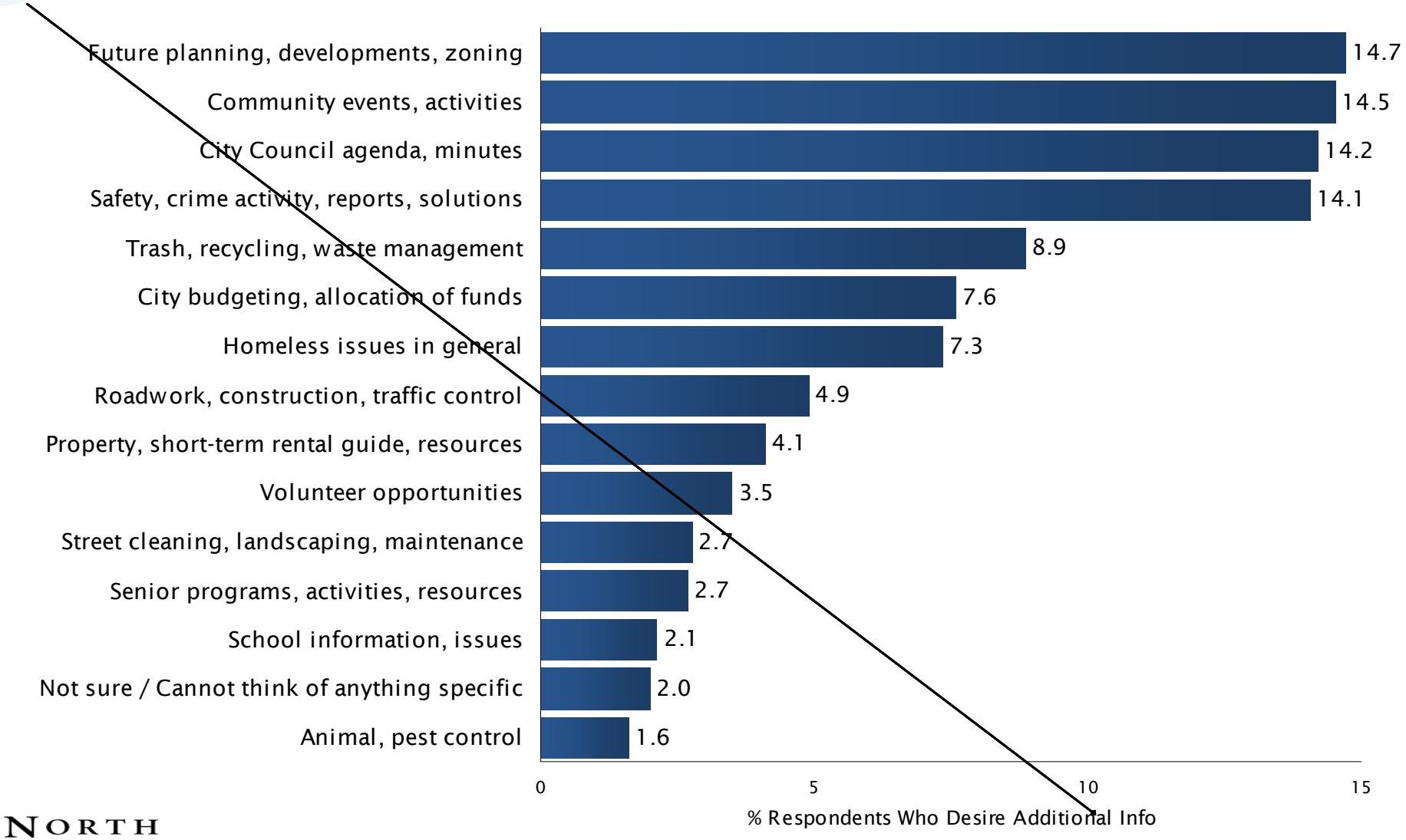


SATISFACTION WITH COMMUNICATION
BY STUDY YEAR



TRUENORTH RESEARCH

ADDITIONAL INFORMATION DESIRED FROM CITY



TRUE NORTH RESEARCH

KEY CONCLUSIONS

Despite the pandemic and challenges of the past two years, resident satisfaction remains high

- Quality of life
- City's Overall Performance
- Specific Service Areas – especially fire protection, EMS, senior services, keep City clean/attractive, parks, street maintenance, police

Community Priorities & Opportunities

- Addressing homelessness
- Managing growth & development
- Managing traffic
- Keeping streets in good condition
- Refurbishing/improving amenities at parks
- Revitalizing older commercial centers
- Cultural & performing Arts
- Communication

Community Opinion Survey
Summary Report

Prepared for the
City of Cypress







May 16, 2022

TrueNorth Research
1592 N Coast Highway 101
Encinitas CA 92024
760.632.9900 www.tn-research.com

THIS PAGE INTENTIONALLY LEFT BLANK

Table of Contents

Table of Contents i
List of Tables iii
List of Figures iv
Introduction 1
Purpose of Study 1
Overview of Methodology 1
Statistical Significance 2
Organization of Report 2
Acknowledgements 2
Disclaimer 2
About True North 2
Just the Facts 4
Quality of Life 4
City Services 4
Public Safety 4
Funding Priorities 5
Communication 5
Conclusions 7
Quality of Life 11
Overall Quality of Life 11
Question 2 11
What Do You Like Most About Living in Cypress? 12
Question 3 13
What Should Be Changed? 13
Question 4 14
City Services 15
Overall Satisfaction 15
Question 5 15
Specific Services 16
Question 6 17
Question 7 18
Differentiators of Opinion 19
Performance Needs & Priorities 21
Public Safety 24
Question 8 24
Funding Priorities 26
Question 9 26
Question 10 28
Communication 29
Sources of Information 29
Question 11 29
Question 12 31
Satisfaction with Communication 31
Question 13 31
Question 14 33
Topics of Interest 34
Question 15 34
Question 16 36
City Website & Communications from City 37
Question 17 37
Communication Preferences 39
Question 18 39

Attention Paid to City Government 40
Question 19 41
Background & Demographics 43
Methodology 44
Questionnaire Development 44
Programming, Pre-Test & Translation 44
Sample, Recruiting & Data Collection 44
Margin of Error due to Sampling 45
Data Processing & Weighting 46
Rounding 46
Questionnaire & Toplines 47

List of Tables

Table 1 Rating Cypress by Study Year 11
Table 2 Rating Cypress by Years in Cypress, Survey Language & Overall Satisfaction (Showing % Excellent) 12
Table 3 Rating Cypress by Age & Gender (Showing % Excellent) 12
Table 4 Rating Cypress by Ethnicity & Home Ownership Status (Showing % Excellent) 12
Table 5 Like Most About Cypress by Study Year 13
Table 6 Changes to Improve Cypress 14
Table 7 Importance of Services by Study Year 18
Table 8 Satisfaction with Services by Study Year 19
Table 9 Satisfaction with Services by Overall Satisfaction with City 20
Table 10 Resident Service Needs & Priorities Matrix 22
Table 11 Funding Priorities by Study Year 27
Table 12 Funding Priorities by Years in Cypress, Survey Language & Overall Satisfaction (Showing % High Priority) 27
Table 13 Funding Priorities by Age & Gender (Showing % High Priority) 27
Table 14 Funding Priorities by Ethnicity & Home Ownership Status (Showing % High Priority) 27
Table 15 Additional Entertainment Options Desired by Study Year 28
Table 16 Additional Information Desired From City by Study Year 36
Table 17 Effectiveness of Communication Methods by Study Year 39
Table 18 Effectiveness of Communication Methods by Years in Cypress, Survey Language & Overall Satisfaction (Showing % Very Effective) 40
Table 19 Effectiveness of Communication Methods by Age & Gender (Showing % Very Effective) 40
Table 20 Effectiveness of Communication Methods by Ethnicity & Home Ownership Status (Showing % Very Effective) 40
Table 21 Demographics of Sample 43

List of Figures

Figure 1 Rating Cypress 11
Figure 2 Like Most About Cypress 13
Figure 3 Changes to Improve Cypress 14
Figure 4 Overall Satisfaction by Study Year 15
Figure 5 Overall Satisfaction by Years in Cypress & Age 16
Figure 6 Overall Satisfaction by Ethnicity, Home Ownership Status, Gender & Survey Language 16
Figure 7 Importance of Services 17
Figure 8 Satisfaction with Services 18
Figure 9 Resident Service Needs 23
Figure 10 Perceived City Safety 24
Figure 11 Perceived City Safety by Years in Cypress, Overall Satisfaction & Age 24
Figure 12 Perceived City Safety by Ethnicity, Home Ownership Status, Gender & Survey Language 25
Figure 13 Funding Priorities 26
Figure 14 Additional Entertainment Options Desired 28
Figure 15 Information Sources 29
Figure 16 Information Sources by Overall, Age, Satisfaction with Communication 30
Figure 17 Information Sources by Ethnicity & Home Ownership Status 30
Figure 18 Newspaper Read Most Often 31
Figure 19 Satisfaction with Communication by Study Year 31
Figure 20 Satisfaction with Communication by Years in Cypress & Age 32
Figure 21 Satisfaction with Communication by Ethnicity, Home Ownership Status, Gender & Survey Language 32
Figure 22 Satisfaction with Communication by Overall Satisfaction, Attentiveness to Local Government & Employment Status 33
Figure 23 City Communication Improvements 33
Figure 24 Desire Additional Information by Study Year 34
Figure 25 Desire Additional Information by Years in Cypress, Attentiveness to Local Government & Gender 34
Figure 26 Desire Additional Information by Age, Home Ownership Status & Survey Language 35
Figure 27 Desire Additional Information by Employment Status & Ethnicity 35
Figure 28 Additional Information Desired From City 36
Figure 29 Visited City's Website or Received Communications in Past 12 Months by Study Year 37
Figure 30 Visited City's Website or Received Communications in Past 12 Months by Years in Cypress, Attentiveness to Local Government, Overall Satisfaction & Satisfaction with Communication 38
Figure 31 Visited City's Website or Received Communications in Past 12 Months by Age, Home Ownership Status & Survey Language 38
Figure 32 Visited City's Website or Received Communications in Past 12 Months by Employment Status & Ethnicity 38
Figure 33 Effectiveness of Communication Methods 39
Figure 34 Attentiveness to City Issues by Study Year 41
Figure 35 Attentiveness to City Issues by Years in Cypress & Age 41
Figure 36 Attentiveness to City Issues by Ethnicity, Home Ownership Status & Survey Language 42
Figure 37 Attentiveness to City Issues by Employment Status, Overall Satisfaction & Satisfaction with Communication 42
Figure 38 Maximum Margin of Error 45

INTRODUCTION

Encompassing 6.6 square miles in northwest Orange County, the City of Cypress was incorporated in 1956 and is known as the "City of Progress." Cypress is home to an estimated 48,531 residents[1] and the corporate home of several national and international companies, as well as the Los Alamitos Race Course.

To monitor its progress in meeting residents' needs, the City of Cypress engages residents on a daily basis and receives periodic *subjective* feedback regarding its performance. Although these informal feedback mechanisms are a valuable source of information for the City in that they provide timely and accurate information about the opinions of specific residents, it is important to recognize that they do not necessarily provide an accurate picture of the community as a whole. For the most part, informal feedback mechanisms rely on the resident to initiate feedback, which creates a self-selection bias—the City receives feedback only from those residents who are motivated enough to initiate the feedback process. Because these residents tend to be either very pleased or very displeased with the service they have received, their collective opinions are not necessarily representative of the City's resident population as a whole.

PURPOSE OF STUDY The motivation for the current study was to design and employ a methodology that would avoid the self-selection bias noted above and thereby provide the City with a *statistically reliable* understanding of its residents' satisfaction, priorities, and concerns as they relate to services, facilities, and policies provided by the City. Ultimately, the survey results and analyses presented in this report provide City Council and staff with information that can be used to make sound, strategic decisions in a variety of areas including service improvements and enhancements, measuring and tracking internal performance, budgeting, policy, planning, and community engagement.

To assist in this effort, the City selected True North Research to design the research plan and conduct the study. Broadly defined, the study was designed to:

- Identify key issues of importance for residents, as well as their perceptions of the quality of life in Cypress;
- Measure residents' overall satisfaction with the City's efforts to provide municipal services, and their satisfaction with a variety of specific services;
- Gather opinions on topics such as public safety, planning, and funding priorities;
- Determine satisfaction with (and perceived effectiveness of) the City's communication with residents; *and*
- Collect additional background and demographic data that are relevant to understanding residents' perceptions, needs, and interests.

OVERVIEW OF METHODOLOGY A full description of the methodology used for this study is included later in this report (see *Methodology* on page 44). In brief, the survey was administered to a random sample of 707 adults who reside within the City of Cypress. The survey followed a mixed-method design that employed multiple recruiting methods (mail, email,

1. California Department of Finance estimate, January 2021.

text, and telephone) and multiple data collection methods (telephone and online). Administered in English, Spanish, and Korean between April 13 and May 5, 2022, the average interview lasted 17 minutes.

STATISTICAL SIGNIFICANCE This is not the first statistically reliable community survey conducted for the City of Cypress. A similar study was conducted by True North for the City in 2018, and many of the questions included in the 2022 survey were purposely tracked from the prior survey. Because there is a natural interest in tracking the City's performance in meeting the evolving needs of its residents, where appropriate the results of the current study are compared with the results of identical questions included in the 2022 survey. In such cases, True North conducted the appropriate tests of statistical significance to identify changes that likely reflect actual changes in public opinion between the prior survey (2018) and the current (2022), as opposed to being due to chance associated with selecting two samples independently and at random. Differences between the two studies are identified as *statistically significant* if we can be 95% confident that the differences reflect an actual change in public opinion between the two studies. Statistically significant differences within response categories over time are denoted by the † symbol which appears in the figure next to the appropriate response value for 2022.

ORGANIZATION OF REPORT This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the sections titled *Just the Facts* and *Conclusions* are for you. They provide a summary of the most important factual findings of the survey in bullet-point format and a discussion of their implications. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), as well as a description of the methodology employed for collecting and analyzing the data. And, for the truly ambitious reader, the questionnaire used for the interviews is contained at the back of this report (see *Questionnaire & Toplines* on page 47), and a complete set of crosstabulations for the survey results is contained in Appendix A.

ACKNOWLEDGEMENTS True North thanks the City of Cypress for the opportunity to conduct the study and for contributing valuable input during the design stage of this study. The collective experience, insight, and local knowledge provided by city representatives and staff improved the overall quality of the research presented here.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of the City of Cypress. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, focus groups, and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,200 survey research studies for public agencies—including more than 400 studies for California municipalities and special districts.

JUST THE FACTS

The following is an outline of the main factual findings from the survey. For the reader's convenience, we have organized the findings according to the section titles used in the body of this report. Thus, if you would like to learn more about a particular finding, simply turn to the appropriate report section.

QUALITY OF LIFE

- Residents generally shared favorable opinions of Cypress, with the most positive ratings provided for Cypress as a place to live (93% excellent or good), Cypress as a place to raise a family (91%), and the overall quality of life in the City (90%).
- When asked to identify what they like most about living in the City of Cypress that the City government should preserve in the future, residents were most apt to cite safety/low crime rate (21%), followed by parks/recreation areas (19%), the clean, well-maintained appearance of the city/landscaping/trees (14%), good schools (10%), and its Police and Fire Departments (9%).
- When asked what city government could do to make Cypress a better place to live, nearly one-third (32%) of respondents could not think of any desired changes (17%) or reported that no changes are needed (15%). Among specific changes desired, the most common were limiting growth and development (9%), addressing homeless issues (8%), maintaining/adding park and recreation facilities (7%), improving public safety (6%), and improving government/communication (5%).

CITY SERVICES

- Eighty-four percent (84%) of Cypress residents indicated they were either very (34%) or somewhat (50%) satisfied with the City's efforts to provide municipal services. Approximately 13% were very or somewhat dissatisfied, whereas 3% were unsure or unwilling to share their opinion.
- Among 14 specific service areas tested, those viewed as most important included providing fire protection and emergency medical services (95% extremely or very important), maintaining city streets and roads (92%), providing police and crime prevention services (92%), and maintaining parks and recreation areas (91%).
- The survey also asked about satisfaction with the City's efforts to provide the same 14 services. Respondents were most satisfied with the City's efforts to provide fire protection and emergency medical services (98% very or somewhat satisfied), followed by provide services to seniors (92%), keep public buildings and facilities clean and attractive (92%), maintain parks and recreation areas (91%), and maintain city streets and roads (90%).

PUBLIC SAFETY

- Overall, 95% of respondents indicated that they feel Cypress is a safe place to live, with 50% describing it as very safe. Conversely, 5% of residents reported that the City is either a very unsafe (<1%) or somewhat unsafe (4%) place to live.

FUNDING PRIORITIES

- When asked to prioritize among six services and projects that could receive funding in the future, maintaining streets and roads in good condition was assigned the highest priority (94% high or medium priority), followed by refurbishing and improving the amenities at existing community parks (80%) and working with property owners to revitalize older, outdated commercial centers (75%).
- When compared to the other services tested, fewer respondents considered attracting more entertainment options to Cypress for families, kids, and adults (60%) to be a high or medium priority.
- Residents who assigned a high priority rating to attracting more entertainment options to Cypress for families, kids, and adults were subsequently asked to detail specific entertainment options that they would like available in the City. Nearly three-in-ten (29%) of those residents were unsure or could not provide specifics when prompted. Among specific mentions, concerts/events/plays (17%), movie theater/cinemas (14%), a downtown area with shops, cafés, and entertainment (13%), and multi-cultural events/festivals (9%) were the most commonly mentioned.

COMMUNICATION

- The most frequently cited source for city information was the City's Newsletter "The Progress" (39%), followed by the City's website (32%), social media (not the City's sources, 20%), the City's Facebook page (19%), email notifications from the City (19%), and flyers or brochures displayed at public facilities (19%).
- Among respondents who referred to a local newspaper (print or online) as a primary information source, the *Event-News Enterprise* (29%) and the *Orange County Register* (27%) were the ones they most frequently read.
- Overall, 69% of respondents indicated they were satisfied with the City's efforts to communicate with residents through newsletters, the Internet, local media, and other means. The remaining respondents were either dissatisfied with the City's efforts in this respect (22%) or unsure of their opinion (9%).
- When asked if they had any suggestions for how the City could improve the way it communicated with them, more than six-in-ten residents (63%) did not have any suggestions (56%) or declined to state (7%). Among those who provided input, more email from the City was cited most often (8%), followed by more newsletters (5%), more social media posts (5%), and more flyers/brochures (5%).
- Three-in-ten residents (31%) indicated that they would like to receive more information about a particular topic or issue from the City. Among these residents, information about future plans, development, and zoning (15%), information about community events and activities (15%), City Council agendas and minutes (14%), and information on safety, crime activity, reports, and solutions (14%) were the most commonly mentioned topics of interest.
- Sixty-five percent (65%) of residents reported that they had visited the City's website and/or recalled receiving communications from the City during the 12 months prior to the interview.
- Respondents cited direct mail, email, and electronic newsletters as the most effective methods for the City to communicate with them (each 88% very or somewhat effective), followed by the City's website (83%).

- Overall, 18% of respondents claimed to be very attentive to matters of city government, 44% somewhat attentive, and 29% slightly attentive. Another 8% of respondents confided they do not pay any attention to the activities of their city government and 1% were unsure or declined to state.

Conclusions

As noted in the *Introduction*, this study was designed to provide the City of Cypress with a statistically reliable understanding of its residents' opinions, satisfaction, and priorities as they relate to services and facilities provided by the City. As such, the findings of this study can provide the City with information needed to make sound, strategic decisions in a variety of areas including performance management, strategic planning, establishing budget priorities, and community engagement. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the results of the survey answer some of the key questions that motivated the research. The following conclusions are based on True North's interpretations of the results, as well as the firm's experience conducting similar studies for government agencies throughout the State.

How well is the City performing in meeting the needs of Cypress residents?

The two years leading up to the *2022 Community Opinion Survey* were punctuated by difficult and dramatic events in Cypress. The coronavirus pandemic that arrived in early 2020 has taken lives, threatened livelihoods, and forced dramatic changes in the way residents live, work, socialize, and play. Non-essential businesses were shuttered for weeks or months at a time to curb the spread of COVID-19, and the City's operations were also adjusted to protect public health and adhere to State and County guidelines. Services that could be effectively moved to an online format were able to continue in that form, whereas other programs and services were modified, curtailed, or canceled to protect the safety of the public and city employees. Many city facilities were also closed periodically to prevent the spread of COVID-19, including City Hall.

Against this turbulent backdrop, residents' opinions of their community and city government remained positive. The overwhelming majority of residents (84%) indicated they were satisfied with the City's overall efforts to provide municipal services (which is statistically consistent with the 87% recorded in 2018), whereas just 13% were dissatisfied and the remaining 3% were unsure or did not provide a response. Additionally, satisfaction was widespread among subgroups, ranging from a low of 76% to a high of 92% (see *Overall Satisfaction* on page 15).

The high level of satisfaction expressed with the City's performance *in general* was also mirrored in residents' assessments of the City's performance in providing most specific services, with the highest satisfaction scores assigned to the City's efforts to provide fire protection and emergency medical services, provide services to seniors, keep public buildings and facilities clean and attractive, maintain parks and recreation areas, and maintain city streets and roads (see *Specific Services* on page 16). For all but one of the 14 service areas tested, the City is meeting or exceeding the needs and expectations of at least three-quarters of its residents—and for the majority of services the City is meeting the needs

of close to nine-in-ten residents (see *Performance Needs & Priorities* on page 21).

The City's performance in providing municipal services has also contributed to a high quality of life for residents. Nine-in-ten residents surveyed (90%) rated the quality of life in Cypress as excellent or good (which is statistically consistent with the 89% recorded in 2018). This sentiment was also widespread, with the percentage who rated the quality of life as excellent or good exceeding 80% for nearly every identified subgroup (see *Quality of Life* on page 11).

Perhaps the best indicator of a well-managed city is that when offered an open-ended opportunity to suggest *one* change the City could make to improve the quality of life in Cypress, close to one-third (32%) of respondents could not think of a change they desired or stated flatly that no changes are needed—everything is fine. These were the two most frequently mentioned responses to the question!

Where should the City focus its efforts in the future?

In addition to measuring the City's current performance, a primary goal of this study is to look *forward* and identify opportunities to adjust services, improve facilities, and/or refine communications strategies to best meet the community's evolving needs and expectations. Although residents are generally satisfied with the City's performance, there is always room for improvement. Below we note some of the areas that present the best opportunities in this regard.

Considering respondents' verbatim answers regarding what they most want to preserve about Cypress in the future (see *What Do You Like Most About Living in Cypress?* on page 12) and what city government could do to make Cypress a better place to live (see *What Should Be Changed?* on page 13), the list of services and their respective priority status for future attention (see *Performance Needs & Priorities* on page 21), and the manner in which residents prioritize among potential funding areas (see *Funding Priorities* on page 26), the themes of addressing homelessness, managing growth and development, reducing traffic congestion, maintaining a safe community, maintaining streets and roads, and improving and preserving parks and recreation areas stood out as key areas of opportunity and interest for Cypress residents.

With the recommendation that the City focus on these areas, it is equally important to stress that when it comes to improving satisfaction in service areas, the appropriate strategy is often a combination of better communication and actual service improvements. It may be, for example, that many residents are simply not aware of the City's ongoing infrastructure improvement efforts, or the limits of what a city can do to address homelessness. Choosing the appropriate balance of actual service improvements and efforts to raise awareness on these matters will

be a key to maintaining and improving the community's overall satisfaction in the short- and long-term.

It is also important to keep in mind that although these areas represent opportunities to improve resident satisfaction, the City should not oversteer. Indeed, the main takeaway from this study is that the City does many things very well, and emphasis should be on continuing to perform at that high level. The vast majority of residents are pleased with the City's efforts to provide services and programs, and have a favorable opinion of the City's performance in most areas. The *top priority* for the City should thus be to do what it takes to maintain the high quality of services that it currently provides.

How well is the City communicating with Cypress residents, and what are some of the main challenges?

The importance of city communication with residents cannot be overstated. Much of a city's success is shaped by the quality of information that is exchanged in both directions, from the City to the community and from the community to the City. This study is just one example of Cypress's efforts to enhance the information flow *to* the City to better understand the community's concerns, perceptions, and needs. Some of Cypress's many efforts to communicate with its residents include its newsletters, timely press releases, website, various social media accounts, and its Cypress Central app.

Keeping up with the challenge of communicating with residents has been difficult for many public agencies in recent years. As the number of information sources and channels available to the public have dramatically increased, so too has the diversity in where residents regularly turn for their information. Not only have entirely new channels arisen to become mainstream and nearly ubiquitous (e.g., social media), within these channels there exists a proliferation of alternative services. To add to the challenge, residents' preferences for information sources are also dynamic, subject to change as new services are made available while others may fade in popularity, making thorough, effective communication a *moving* target for public agencies.

The present survey provides mixed-news with respect to city-resident communication. On the positive side, city-sponsored sources were well-represented among the sources respondents mentioned when asked where they turn to find out about City of Cypress news, information, and programming. Indeed, the City's Newsletter "The Progress" and website were the top two sources. In True North's experience, a high level of satisfaction with a city's communication efforts is generally associated with and likely caused by a greater reliance among residents on *city-sponsored* sources of information such as newsletters, websites, and related publications (see *Sources of Information* on page 29).

The above notwithstanding, the study did find a significant percentage of respondents who were either unsure (9%) or dissatisfied (22%) when asked about their satisfaction with the City's efforts to communicate with residents through newsletters, the Internet, local media, and other means (see *Satisfaction with Communication* on page 31). The percentage who reported being satisfied with the City's efforts to communicate with them (69%) also decreased significantly when compared to 2018 (79%), prior to the pandemic. The relationship between city-resident communication and perceptions of the City's overall performance in providing municipal services was also pronounced, with those satisfied with the City's communication efforts also being much more likely than their counterparts to be satisfied with the City's overall performance in providing municipal services.

Looking forward, the 2022 survey does provide some guidance as to the most effective ways the City can communicate with residents, as well as how preferred methods of communication may vary based on factors such as age, ethnicity, and length of residence (see *Communication Preferences* on page 39).

Quality of Life

The opening series of questions in the survey was designed to assess residents' top of mind perceptions about the quality of life in Cypress, what they would most like to preserve about the City, as well as ways to improve the quality of life in Cypress.

OVERALL QUALITY OF LIFE At the outset of the interview, respondents were asked to rate the City of Cypress on a number of key dimensions—including overall quality of life, as a place to raise a family, and as a place to work—using a five-point scale of excellent, good, fair, poor, or very poor. As shown in Figure 1 below, residents generally shared favorable opinions of Cypress on each aspect tested, with the most positive ratings provided for Cypress as a place to live (93% excellent or good), Cypress as a place to raise a family (91%), and the overall quality of life in the City (90%). Although still positive, residents provided somewhat softer ratings for Cypress as a place to retire (69%) and as a place to work (52%), with these two items also having the highest percentage of unsure responses (7% and 29%, respectively).

Question 2 *How would you rate: _____? Would you say it is excellent, good, fair, poor or very poor?*

FIGURE 1 RATING CYPRESS

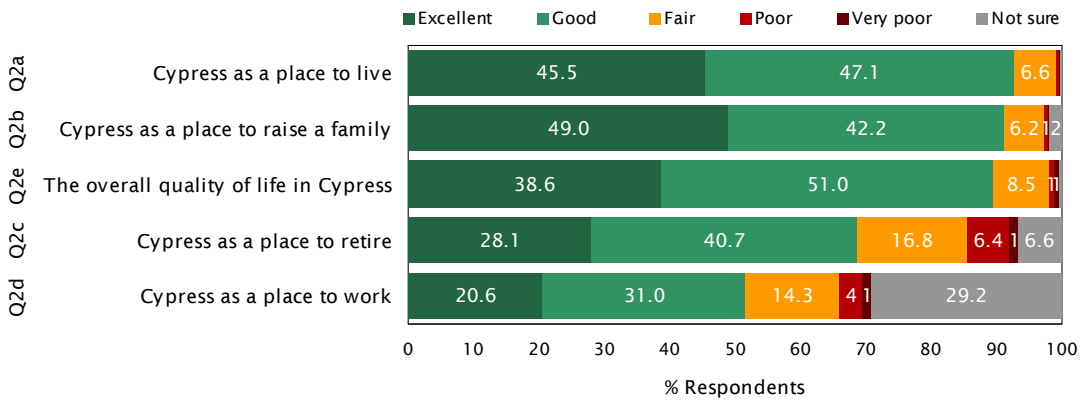


Table 1 displays the percentage of respondents who rated each dimension as excellent or good by study year. Between 2018 and 2022, the percentage who used excellent or good to describe Cypress as a place to retire exhibited a statistically significant increase of 8% and ratings for Cypress as a place to live increased by 3%. No other changes were large enough to achieve statistical significance. For the interested reader, tables 2-4 on the next page show how the ratings for each dimension tested in Question 2 varied according to key demographic traits.

TABLE 1 RATING CYPRESS BY STUDY YEAR

	Study Year		Change in Excellent + Good
	2022	2018	2018 to 2022
Cypress as a place to retire	68.7	60.7	+8.0†
Cypress as a place to live	92.6	89.6	+3.0†
The overall quality of life in Cypress	89.6	88.7	0.9
Cypress as a place to work	51.6	51.0	+0.6
Cypress as a place to raise a family	91.2	92.3	-1.1

† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

TABLE 2 RATING CYPRESS BY YEARS IN CYPRESS, SURVEY LANGUAGE & OVERALL SATISFACTION (SHOWING % EXCELLENT)

	Years in Cypress (Q1)				Survey Language			Overall Satisfaction (Q5)	
	Less than 5	5 to 9	10 to 14	15 or more	English	Spanish	Korean	Satisfied	Dissatisfied
Cypress as a place to raise a family	48.3	45.3	44.3	51.5	49.1	49.8	47.6	53.8	19.7
Cypress as a place to live	44.1	44.7	41.5	47.1	45.1	56.7	44.2	48.8	23.5
The overall quality of life in Cypress	43.8	35.3	28.1	39.7	38.1	51.5	38.6	42.6	14.4
Cypress as a place to retire	22.4	33.0	27.6	29.1	27.3	34.6	35.6	31.6	8.3
Cypress as a place to work	18.1	21.2	19.3	21.5	19.9	17.0	33.9	22.1	10.9

TABLE 3 RATING CYPRESS BY AGE & GENDER (SHOWING % EXCELLENT)

	Age (QD1)						Gender	
	18 to 24	25 to 34	35 to 44	45 to 54	55 to 64	65 or older	Male	Female
Cypress as a place to raise a family	48.0	55.1	43.7	44.8	48.6	55.5	47.0	51.6
Cypress as a place to live	34.0	50.7	39.5	43.2	48.7	53.9	44.1	47.5
The overall quality of life in Cypress	29.9	36.3	32.1	39.8	39.3	48.6	37.2	40.6
Cypress as a place to retire	22.0	29.1	25.5	23.8	26.1	39.6	26.1	30.7
Cypress as a place to work	16.0	14.6	22.2	21.6	21.9	21.7	16.9	24.4

TABLE 4 RATING CYPRESS BY ETHNICITY & HOME OWNERSHIP STATUS (SHOWING % EXCELLENT)

	Ethnicity (QD7)					Home Ownership Status (QD2)	
	Af Amer /Black	Asian American	Caucasian /White	Latino/ Hispanic	Mixed or other	Own	Rent
Cypress as a place to raise a family	35.7	43.1	51.1	58.4	44.7	50.9	45.7
Cypress as a place to live	36.0	37.0	49.7	55.4	31.3	47.3	42.4
The overall quality of life in Cypress	33.8	31.8	39.7	49.5	34.1	40.4	34.9
Cypress as a place to retire	19.7	23.1	27.2	38.4	38.8	28.7	26.4
Cypress as a place to work	28.3	17.4	18.2	31.4	10.5	21.1	19.3

WHAT DO YOU LIKE MOST ABOUT LIVING IN CYPRESS?

The next question in this series asked residents to identify what they like most about living in the City of Cypress that the City government should make sure to preserve in the future. Question 3 was posed in an open-ended manner, thereby allowing residents to mention any aspect or attribute that came to mind without being prompted by—or restricted to—a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 2 on the next page.

Cypress residents were most apt to cite safety/low crime rate (21%) as what they like most about living in the City of Cypress and would like to preserve, followed by parks/recreation areas (19%), clean, well-maintained appearance of the city/landscaping/trees (14%), good schools (10%), and its police and fire departments (9%). Approximately 18% of residents could not think of anything specific when asked what they like most about Cypress that should be preserved in the future.

Table 5 on the next page provides the top five responses to Question 3 in the 2018 and 2022 surveys. Responses were fairly consistent during this period, with four of the five categories remaining the same, and the order of the top three remaining unchanged. In 2022, references to Cypress' good schools replaced open space areas/nature preserves as a top response category.

Question 3 *What do you like most about Cypress that the city government should make sure to preserve in the future?*

FIGURE 2 LIKE MOST ABOUT CYPRESS

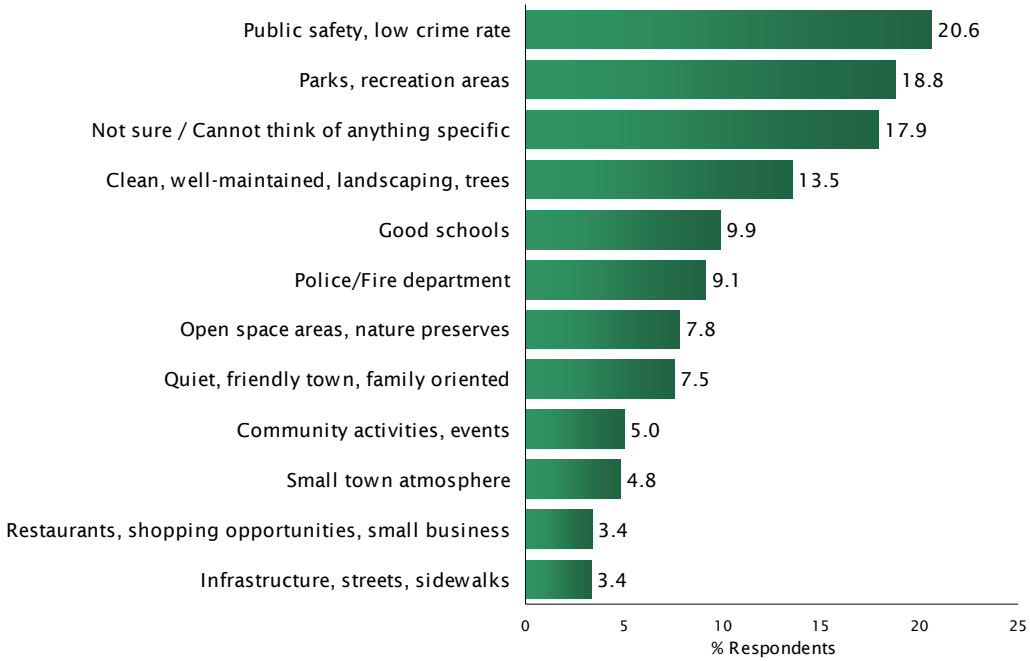


TABLE 5 LIKE MOST ABOUT CYPRESS BY STUDY YEAR

Study Year	
2022	2018
Public safety, low crime rate	Public safety, low crime rate
Parks, recreation areas	Parks, recreation areas
Not sure / Cannot think of anything specific	Not sure / Cannot think of anything specific
Clean, well-maintained, landscaping, trees	Open space areas, nature preserves
Good schools	Clean, well-maintained, landscaping, trees

WHAT SHOULD BE CHANGED? In an open-ended manner similar to that described above for Question 3, all respondents were also asked to indicate the one thing that the City government could *change* to make Cypress a better place to live. True North reviewed the verbatim responses to Question 4 and grouped them into the categories shown in Figure 3 on page 14.

Close to one-third (32%) of respondents could not think of any desired changes (17%) or reported that no changes are needed (15%), both of which are indicative of a respondent who does not perceive any pressing issues or problems in the City. Among specific changes desired, the most common were limiting growth and development (9%), addressing homeless issues (8%), maintaining/adding park and recreation facilities (7%), improving public safety (6%), and improving government/communication (5%).

Question 4 *If the city government could change one thing to make Cypress a better place to live, what change would you like to see?*

FIGURE 3 CHANGES TO IMPROVE CYPRESS

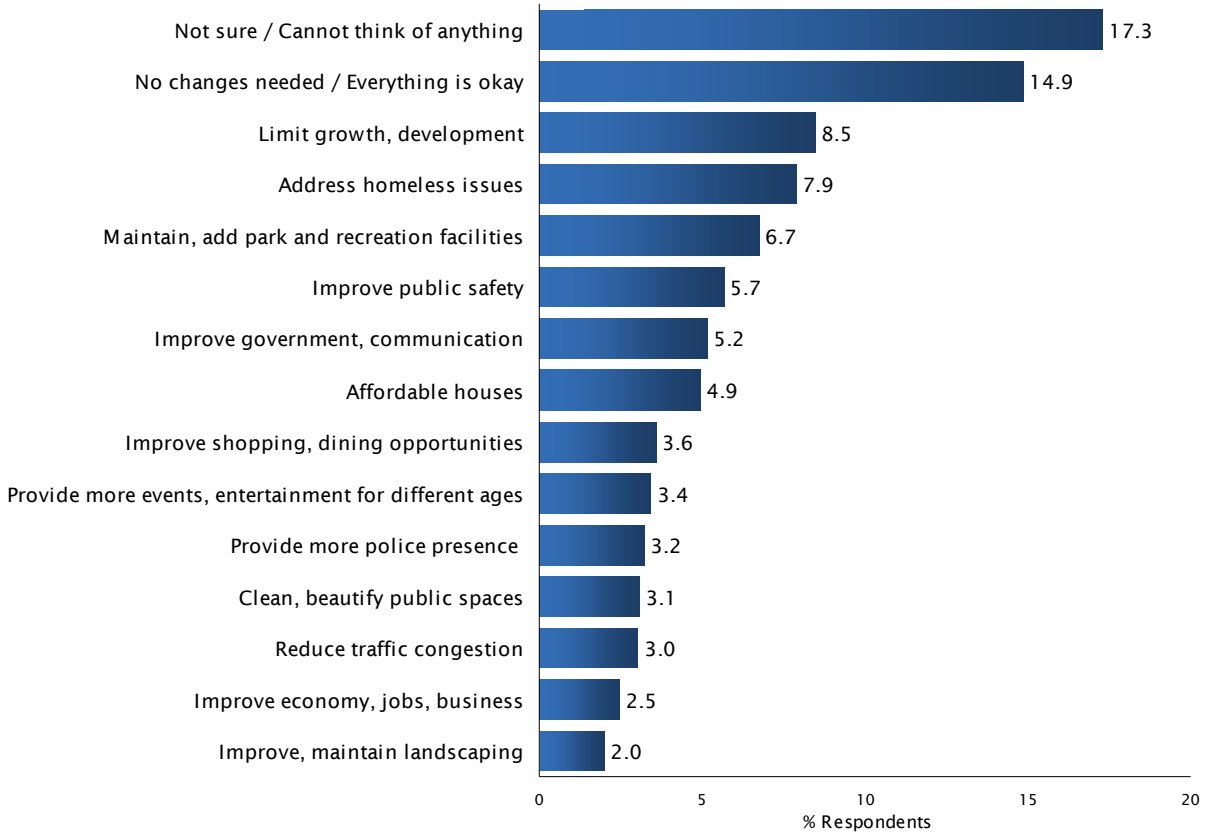


Table 6 provides the top five responses to Question 4 by study year, and shows that four of the five remained unchanged. Addressing homeless issues was new to the top five in 2022, replacing the category with responses related to public safety, crime, drugs, and police presence.

TABLE 6 CHANGES TO IMPROVE CYPRESS

Study Year	
2022	2018
Not sure / Cannot think of anything	Not sure / Cannot think of anything
No changes needed / Everything is okay	Limit growth, development
Limit growth, development	No changes needed / Everything is okay
Address homeless issues	Improve public safety, crime, drugs, police presence
Maintain, add park and recreation facilities	Maintain, add park and recreation facilities

City Services

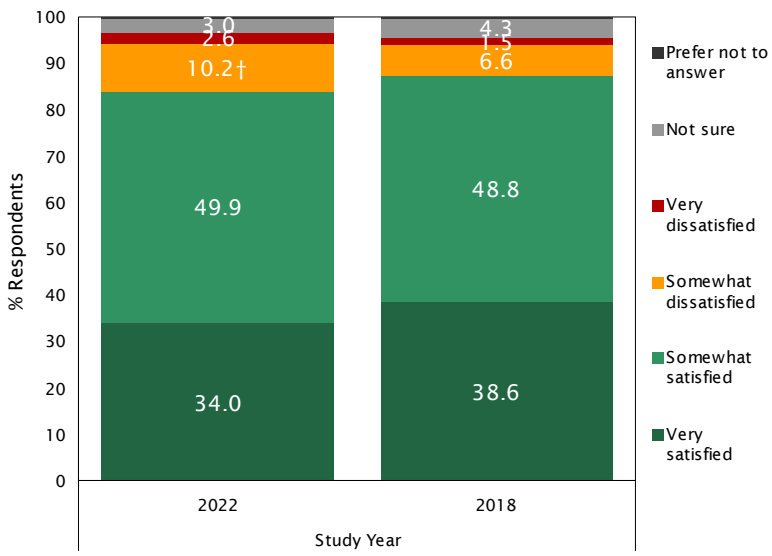
After measuring respondents' perceptions of the quality of life in Cypress, the survey next turned to assessing their opinions about the City's performance in providing various municipal services.

OVERALL SATISFACTION The first question in this series asked respondents to indicate if, overall, they were satisfied or dissatisfied with the job the City of Cypress is doing to provide city services. Because this question does not reference a specific program, facility, or service and requested that the respondent consider the City's performance in general, the findings of this question may be regarded as an *overall performance rating* for the City.

As shown in Figure 4, the vast majority (84%) of Cypress residents indicated they were either very (34%) or somewhat (50%) satisfied with the City's efforts to provide municipal services. Approximately 13% were very or somewhat dissatisfied, whereas 3% were unsure or unwilling to share their opinion. Although the total percentage satisfied remained statistically consistent from 2018 to 2022, the percentage somewhat dissatisfied experienced a statistically significant increase during this period (+4%).

Question 5 *Next, I would like to ask a series of questions about services provided by the City of Cypress. Generally speaking, are you satisfied or dissatisfied with the job the City of Cypress is doing to provide city services?*

FIGURE 4 OVERALL SATISFACTION BY STUDY YEAR



† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

The next two figures display how residents' opinions about the City's overall performance in providing municipal services varied by length of residence, age, ethnicity, home ownership status, gender, and survey language. The most striking pattern in the figures is that the high levels of satisfaction exhibited by respondents as a whole (see Figure 4 above) were generally echoed across resident subgroups, with satisfaction ranging from a low of 76% to a high of 92%.

FIGURE 5 OVERALL SATISFACTION BY YEARS IN CYPRESS & AGE

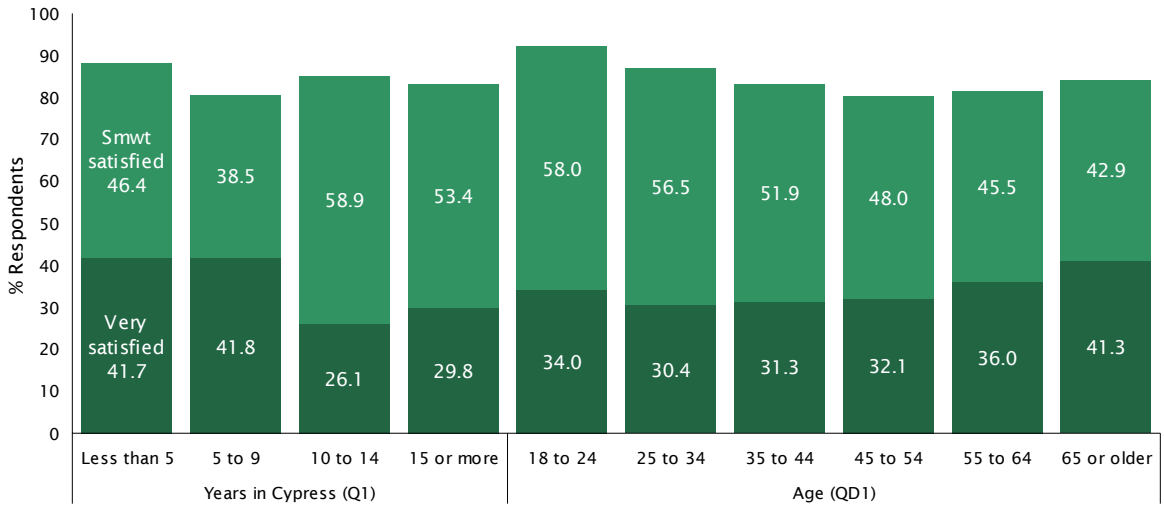
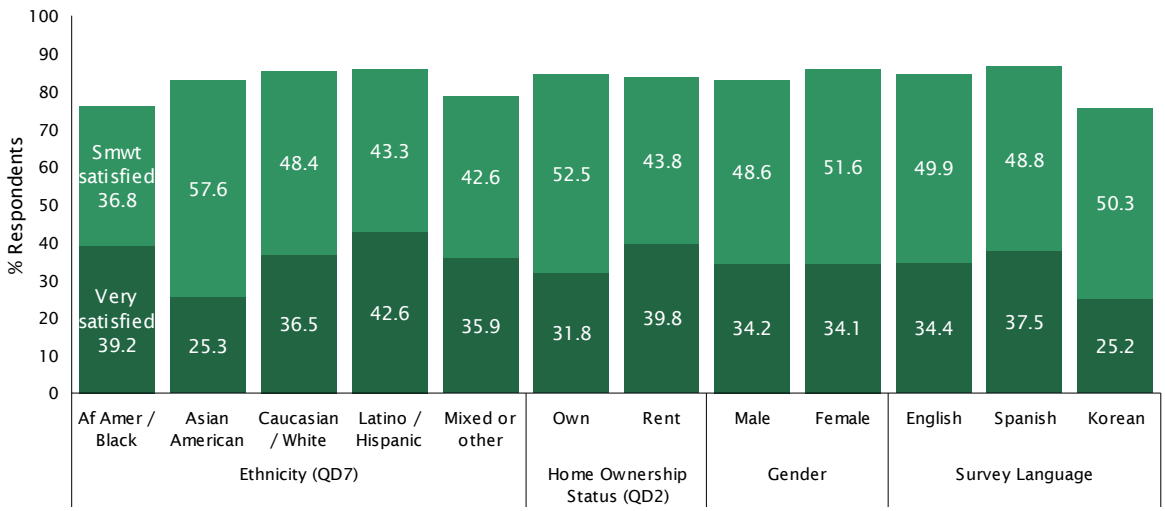


FIGURE 6 OVERALL SATISFACTION BY ETHNICITY, HOME OWNERSHIP STATUS, GENDER & SURVEY LANGUAGE



SPECIFIC SERVICES Whereas Question 5 addressed the City's *overall* performance, the next series of questions asked respondents to rate the importance of *specific* services offered by the City, as well as their level of satisfaction with efforts to provide these services. For each service, respondents were first asked whether they thought a service was extremely important, very important, somewhat important, or not at all important. Respondents were then asked about their level of satisfaction with these same services. The order of the items was randomized for each respondent to avoid a systematic position bias.

Figure 7 presents the services in rank order of importance according to the proportion of respondents who rated a service as *at least* very important. In general, Cypress residents rated public safety, public works, and parks and recreation as the most important. More specifically,

providing fire protection and emergency medical services (95% extremely or very important), maintaining city streets and roads (92%), providing police and crime prevention services (92%), and maintaining parks and recreation areas (91%) received the highest importance ratings from residents.

At the other end of the spectrum, providing cultural and performing arts (54%) and holding special community events like summer concerts in the park and holiday celebrations (55%) were viewed as less important.

Question 6 *For each of the services I read, please tell me whether the service is extremely important to you, very important, somewhat important, or not at all important.*

FIGURE 7 IMPORTANCE OF SERVICES

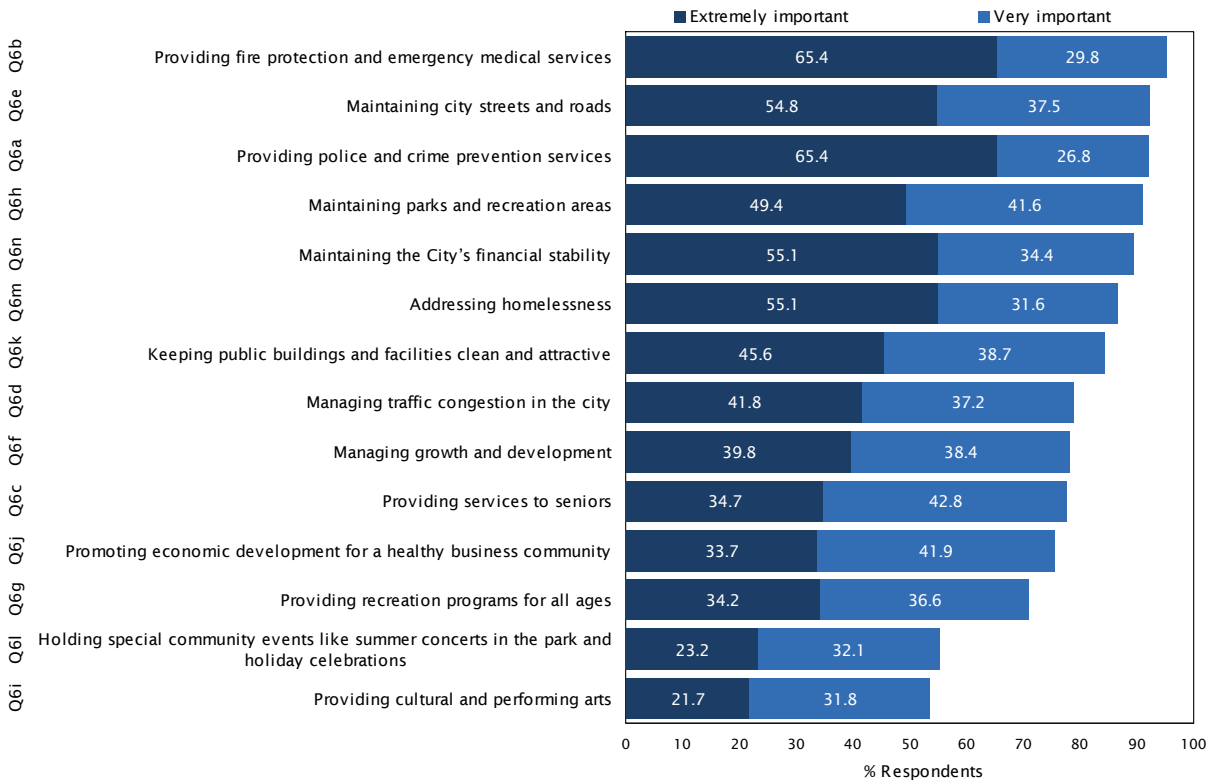


Table 7 on the next page displays the percentage of respondents who viewed each service as extremely or very important in 2018 and 2022, along with the difference between the two studies. When compared with the prior survey, there was a statistically significant increase in the importance assigned to providing services to seniors (+7%) and addressing homelessness (+4%) and a statistically significant decline in the importance assigned to managing traffic congestion in the City (-7%).

TABLE 7 IMPORTANCE OF SERVICES BY STUDY YEAR

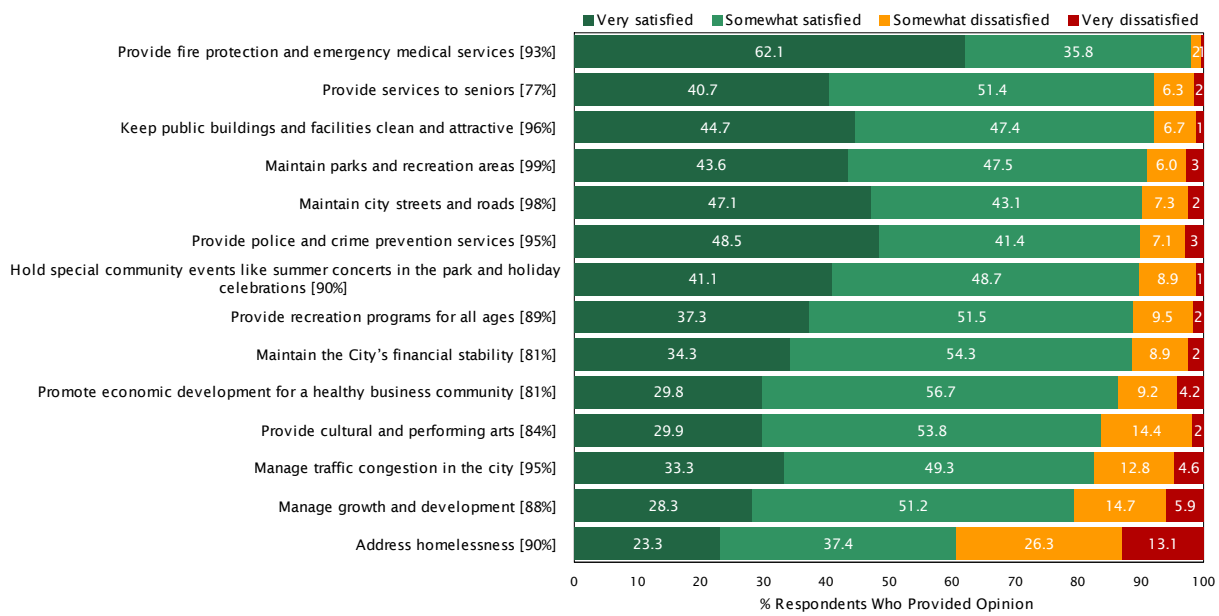
	Study Year		Change in Extremely + Very Important 2018 to 2022
	2022	2018	
Providing services to seniors	77.5	71.0	+6.6†
Addressing homelessness	86.6	82.4	+4.3†
Providing cultural and performing arts	53.5	51.5	2.1
Maintaining city streets and roads	92.4	92.1	0.2
Promoting economic development for a healthy business community	75.6	76.0	-0.4
Providing fire protection and emergency medical services	95.2	95.7	-0.5
Managing growth and development	78.3	79.5	-1.2
Maintaining parks and recreation areas	90.9	92.2	-1.3
Providing police and crime prevention services	92.2	94.1	-1.9
Keeping public buildings and facilities clean and attractive	84.3	86.7	-2.4
Providing recreation programs for all ages	70.9	73.4	-2.6
Holding special community events	55.3	59.6	-4.2
Managing traffic congestion in the city	78.9	85.7	-6.8†
Maintaining the City's financial stability	89.5	N/A	N/A

† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

Turning to the satisfaction component, Figure 8 sorts the same list of services according to the percentage of respondents who indicated they were either very or somewhat satisfied with the City's efforts to provide the service. For comparison purposes between the services, only respondents who held an opinion (satisfied or dissatisfied) are included in the figure. Those who did not have an opinion were removed from this analysis. The percentage of respondents who provided an opinion (satisfied or dissatisfied) is presented in brackets beside the service label in the figure, while the bars represent the answers of those with an opinion.

Question 7 *For the same list of services I just read, I'd like you to tell me how satisfied you are with the job the City is doing to provide the service. Are you satisfied or dissatisfied with the City's efforts to: _____, or do you not have an opinion?*

FIGURE 8 SATISFACTION WITH SERVICES



At the top of the list, respondents were most satisfied with the City's efforts to provide fire protection and emergency medical services (98% very or somewhat satisfied), followed by provide services to seniors (92%), keep public buildings and facilities clean and attractive (92%), maintain parks and recreation areas (91%), and maintain city streets and roads (90%). Although still positive, respondents were somewhat less satisfied with the City's efforts to address homelessness (61%).

Table 8 displays the percentage of respondents who were satisfied with each service from 2018 to 2022, as well as the difference between the two most recent studies. As shown in the far right column, there were statistically significant increases in satisfaction for the City's efforts to manage growth and development (+6%) and manage traffic congestion in the City (+5%) during this period. Although there was a statistically significant decline in satisfaction for providing cultural and performing arts (-5%), it should be recognized that this service was impacted by the pandemic and health-related regulations which limited the City's ability to provide the service.

TABLE 8 SATISFACTION WITH SERVICES BY STUDY YEAR

	Study Year		Change in Satisfaction 2018 to 2022
	2022	2018	
Manage growth and development	79.4	73.1	+6.3†
Manage traffic congestion in the city	82.6	77.8	+4.8†
Promote economic development for a healthy business community	86.6	82.7	3.9
Maintain parks and recreation areas	91.2	90.1	+1.0
Provide services to seniors	92.1	91.2	+0.9
Provide fire protection and emergency medical services	98.0	97.4	+0.6
Address homelessness	60.6	61.0	-0.3
Keep public buildings and facilities clean and attractive	92.1	92.5	-0.4
Provide recreation programs for all ages	88.8	89.8	-1.0
Provide police and crime prevention services	89.9	91.5	-1.6
Hold special community events	89.8	91.8	-1.9
Maintain city streets and roads	90.2	92.8	-2.6
Provide cultural and performing arts	83.7	88.2	-4.5†
Maintain the City's financial stability	88.6	N/A	N/A

† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

DIFFERENTIATORS OF OPINION For the interested reader, Table 9 on the next page displays how the level of satisfaction with each specific service tested in Question 7 varied according to residents' overall performance ratings for the City (see *Overall Satisfaction* on page 15). The table divides residents who were satisfied with the City's *overall performance* into one group and those dissatisfied into a second group. Also displayed is the difference between the two groups in terms of the percentage who indicated they were satisfied with the City's efforts to provide each service tested in Question 7 (far right column). For convenience, the services are sorted by that difference, with the greatest differentiators of opinion near the top of the table.

When compared to their counterparts, those who were satisfied with the City's *overall* performance in providing city services were also more likely to express satisfaction with the City's efforts to provide each of the services tested in Question 7. That said, the greatest specific differentiators of opinion between satisfied and dissatisfied residents were found with respect to the City's efforts to maintain the City's financial stability, manage growth and development, promote economic development for a healthy business community, and address homelessness. Two of the top three differentiators in 2022 were also the top two differentiators in 2018 (maintaining the City's financial stability is new to the 2022 survey).

At the other end of the spectrum, there was much less difference between the two resident groups regarding their satisfaction with the City's efforts to provide cultural and performing arts, hold special community events, and provide fire protection and emergency medical services.

TABLE 9 SATISFACTION WITH SERVICES BY OVERALL SATISFACTION WITH CITY

		Satisfaction With		Difference Between Groups For Each Service
		Very or somewhat satisfied	Very or somewhat dissatisfied	
% Respondents Satisfied With Each Service	Maintain the City's financial stability	94.2	49.8	44.4
	Manage growth and development	84.4	44.2	40.2
	Promote economic development for a healthy business community	91.9	55.8	36.1
	Address homelessness	64.4	36.2	28.2
	Manage traffic congestion in the city	85.6	60.4	25.3
	Keep public buildings and facilities clean and attractive	95.2	71.2	24.0
	Maintain city streets and roads	93.2	70.1	23.1
	Provide police and crime prevention services	92.6	70.0	22.6
	Maintain parks and recreation areas	93.3	75.9	17.4
	Provide recreation programs for all ages	90.8	76.5	14.3
	Provide services to seniors	93.7	80.9	12.8
	Provide fire protection and emergency medical services	98.8	91.0	7.9
	Hold special community events	91.0	84.5	6.6
	Provide cultural and performing arts	84.7	79.4	5.3

Performance Needs & Priorities

With a measure of the importance of a service to residents as well as a measure of satisfaction with the City's efforts to provide the service, True North is able to examine the relationship between these two dimensions and identify areas where the City has the greatest opportunities to improve resident satisfaction—and identify for which services the City is meeting, and even exceeding, the majority of residents' needs.

Rather than rely on *averages* to conduct this analysis, True North has developed an *individualized* approach to identifying priorities. This approach is built on the recognition that opinions will vary from resident to resident and that understanding this variation is required for assessing how well the City is meeting residents' needs.[2] Table 10 on the next page presents a grid based on the importance and satisfaction scales. The horizontal axis corresponds to the four *importance* options, and the vertical scale corresponds to the four *satisfaction* options. The 16 cells within the grid are grouped into one of six categories based on how well the City is meeting, or not meeting, a resident's needs for a particular service. The six groups are as follows:

Exceeding Needs	The City is exceeding a respondent's needs if a respondent is satisfied and the level of expressed satisfaction is higher than the importance that the respondent assigned to the service.
Meeting Needs, Moderately	The City is moderately meeting a respondent's needs if the respondent is satisfied and the level of satisfaction is commensurate with the level of importance assigned to the service.
Meeting Needs, Marginally	The City is marginally meeting a respondent's needs if the respondent is satisfied with the City's efforts to provide the service, but their level of satisfaction is lower than the level of importance assigned to the service.
Not Meeting Needs, Marginally	The City is marginally *not* meeting a respondent's needs if the respondent is somewhat dissatisfied, but the service is also viewed as just somewhat or not at all important.
Not Meeting Needs, Moderately	The City is moderately *not* meeting a respondent's needs if A) a respondent is very dissatisfied with the City's efforts to provide the service, but the service is viewed somewhat or not at all important, or B) a respondent is somewhat dissatisfied and the service is very important.
Not Meeting Needs, Severely	The City is severely *not* meeting a respondent's needs if A) a respondent is dissatisfied and the service is viewed as extremely important, or B) a respondent is very dissatisfied and the service is viewed as very important.

2. Any tool that relies on the opinions of the average respondent will provide a limited and occasionally distorted picture of how well an agency is performing. The simple fact is that a city is not comprised of average residents—it is comprised of unique individuals who vary substantially in their opinions of the City's performance in different service areas. Thus, although the arithmetic average of these individuals' opinions is a useful statistic, it does not capture the variation in opinions that occurs among residents, and it is this variation that is critical for truly assessing how well the City is meeting the needs of its residents.

TABLE 10 RESIDENT SERVICE NEEDS & PRIORITIES MATRIX

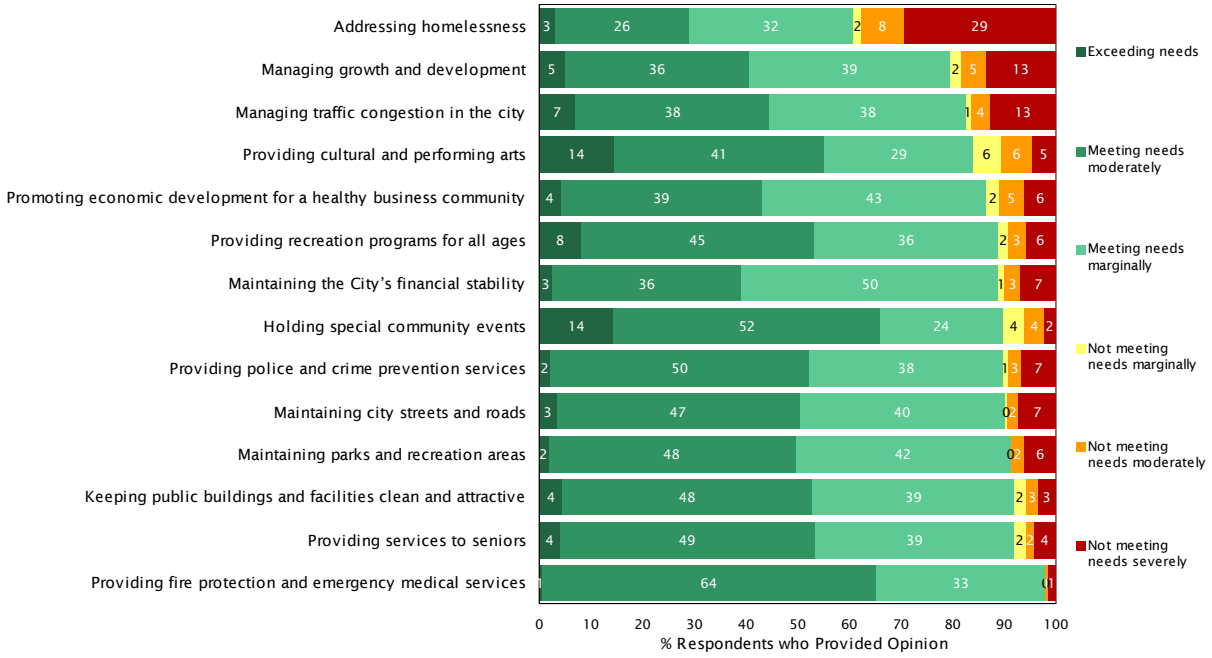
		Importance			
		Not at all important	Somewhat important	Very important	Extremely important
Satisfaction	Very satisfied	Exceeding needs	Exceeding needs	Meeting needs, moderately	Meeting needs, moderately
	Somewhat satisfied	Exceeding needs	Meeting needs, moderately	Meeting needs, marginally	Meeting needs, marginally
	Somewhat dissatisfied	Not meeting needs, marginally	Not meeting needs, marginally	Not meeting needs, moderately	Not meeting needs, severely
	Very dissatisfied	Not meeting needs, moderately	Not meeting needs, moderately	Not meeting needs, severely	Not meeting needs, severely

Using this framework, True North categorized respondents individually for each of the 14 services tested in the study. Thus, for example, a respondent who indicated that addressing homelessness was somewhat important and they were very satisfied with the City's efforts in this service area would be categorized in the *exceeding needs* group for this service. The same respondent may be grouped in the *marginally not meeting needs* group for another service (e.g., managing growth and development) if they were somewhat dissatisfied with the City's efforts to provide the service, but the service was viewed as only somewhat important.

Figure 9 presents the 14 services tested, along with the percentage of respondents who were grouped into each of the six possible categories. For ease of interpretation, the color-coding in Figure 9 is consistent with that presented in Table 10. Thus, for example, in the service area of addressing homelessness, the City is exceeding the needs of 3% of respondents, moderately meeting the needs of 26% of respondents, marginally meeting the needs of 32% of respondents, marginally not meeting the needs of 2% of respondents, moderately not meeting the needs of 8% of respondents, and severely not meeting the needs of 29% of respondents.

As shown in the figure, the City is meeting the needs of at least three-quarters of residents for 13 of the 14 services tested. Operating from the management philosophy that, all other things being equal, the City should focus on improving those services that have the highest percentage of residents for which the City is currently *not* meeting their needs, the services have been sorted by order of priority. Thus, addressing homelessness is the top priority, followed by managing growth and development, managing traffic congestion in the City, and providing cultural and performing arts.

FIGURE 9 RESIDENT SERVICE NEEDS



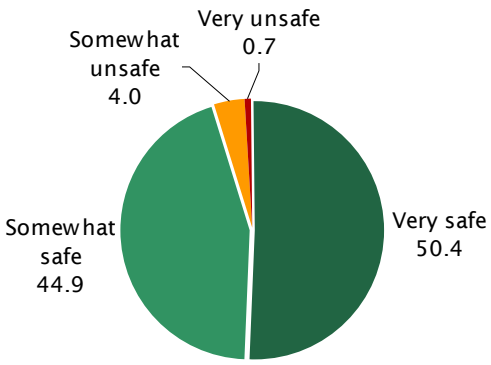
PUBLIC SAFETY

Ensuring the personal safety of residents is the most basic function of local government. It is important to keep in mind, of course, that public safety is as much a matter of perceptions as it is a matter of reality. Regardless of actual crime statistics, if residents don't *feel* safe then they will not enjoy the many cultural, recreational, and shopping opportunities available in the City of Cypress that will enhance their quality of life.

Overall, 95% of respondents indicated that they feel Cypress is a safe place to live, with 50% describing it as very safe. Conversely, 5% of residents reported that the City is either a very unsafe (<1%) or somewhat unsafe (4%) place to live (see Figure 10).

Question 8 *Overall, how safe is the City of Cypress as a place to live? Would you say it is very safe, somewhat safe, somewhat unsafe, or very unsafe?*

FIGURE 10 PERCEIVED CITY SAFETY



Figures 11-12 display perceptions of safety by a host of demographic characteristics. Across nearly every subgroup, at least nine-in-ten residents perceived Cypress to be a safe place to live. The exception to this pattern occurred among those who were generally dissatisfied with the City's overall efforts to provide municipal services (79% within this subgroup rated the City as safe), as well as African-American/Black (80%) and mixed/other (82%) ethnic groups.

FIGURE 11 PERCEIVED CITY SAFETY BY YEARS IN CYPRESS, OVERALL SATISFACTION & AGE

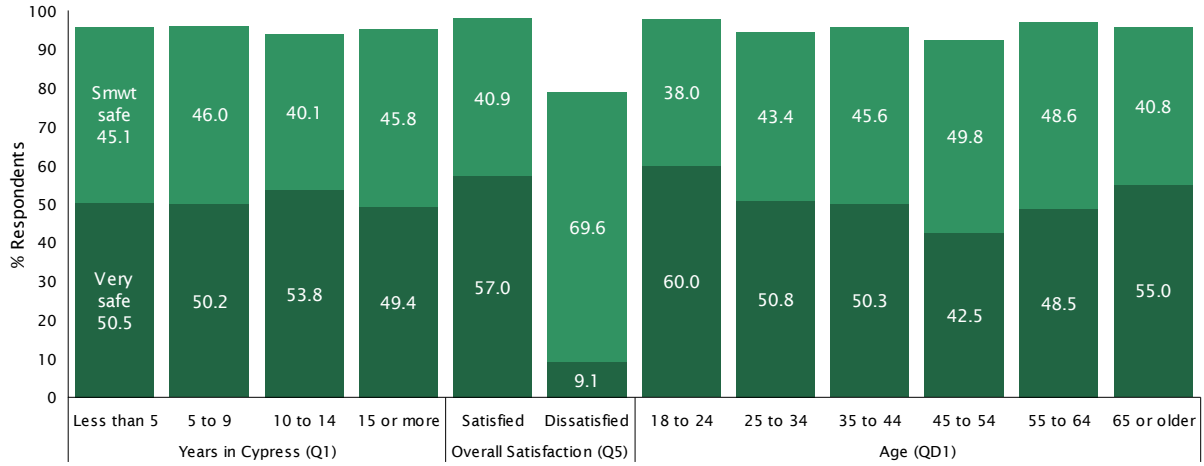
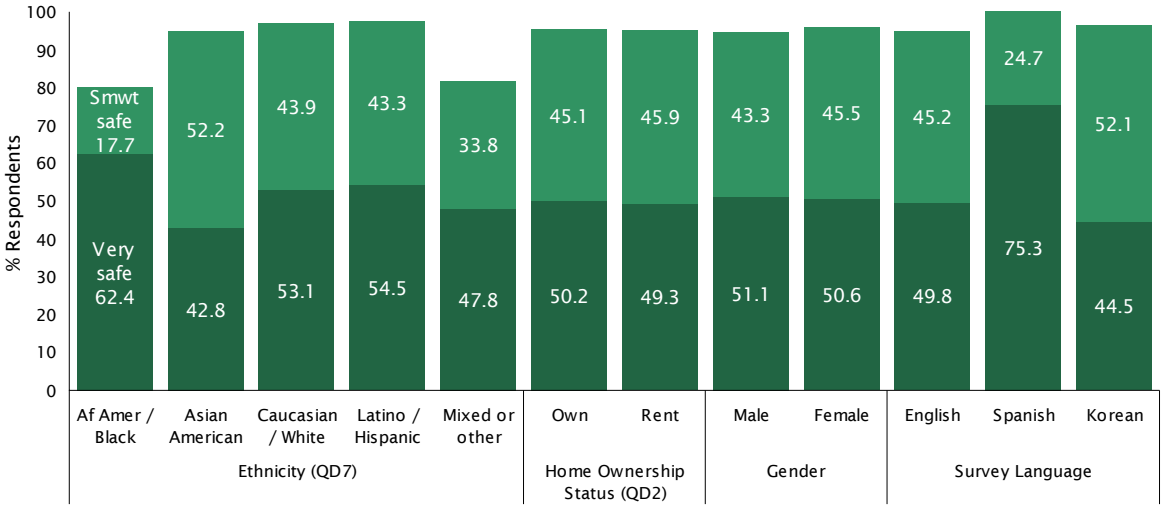


FIGURE 12 PERCEIVED CITY SAFETY BY ETHNICITY, HOME OWNERSHIP STATUS, GENDER & SURVEY LANGUAGE



Funding Priorities

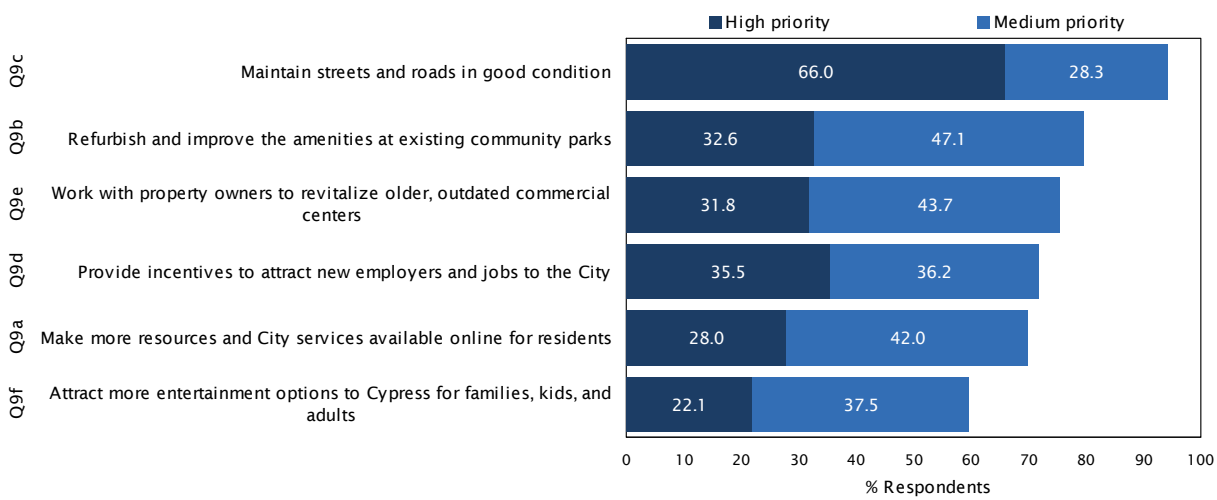
It is often the case that residents' desires for public facilities and programs exceed a city's financial resources. In such cases, a city must prioritize projects and programs based upon a variety of factors, including the preferences and needs of residents.

Question 9 was designed to provide Cypress with a reliable measure of how residents, as a whole, prioritize a variety of services and projects to which the City could allocate resources in the future. The format of the question was straightforward: after informing respondents that the City does not have the financial resources to fund *all* of the services and projects that may be desired by residents, respondents were asked whether each service or project shown in Figure 13 should be a high, medium, or low priority for future city spending—or if the City should not spend money on the project at all. To encourage a sense of competition, respondents were instructed that not all of the services and projects could be high priorities.

The six services and projects are sorted in Figure 13 from high to low based on the percentage of respondents who indicated that an item was *at least* a medium priority for future city spending. Among the services and projects tested, maintaining streets and roads in good condition was assigned the highest priority (94% high or medium priority), followed by refurbishing and improving the amenities at existing community parks (80%) and working with property owners to revitalize older, outdated commercial centers (75%). When compared to the other services tested, fewer respondents considered attracting more entertainment options to Cypress for families, kids, and adults (60%) to be a high or medium priority.

Question 9 *The City of Cypress has limited financial resources to provide local services and projects desired by residents. Because it can't fund every service and project, the City must set priorities. As I read each of the following items, please indicate whether you think the City should make the item a high priority, a medium priority, or a low priority for future city spending. If you feel the City should not spend any money on this item, just say so. Please keep in mind that not all of the items can be high priorities.*

Figure 13 Funding Priorities



When compared to the 2018 survey results (see Table 11), a statistically higher percentage of respondents in 2022 rated making more resources and city services available online for residents as a high or medium priority (+7%), whereas fewer rated providing incentives to attract new employers and jobs to the City as a high or medium priority (-5%). For the interested reader, tables 12-14 show how the percentage who rated each item a *high* priority varied across Cypress subgroups.

TABLE 11 FUNDING PRIORITIES BY STUDY YEAR

	Study Year		Change in High + Medium Priority
	2022	2018	2018 to 2022
Make more resources and City services available online for residents	69.9	62.6	+7.4†
Work with property owners to revitalize older, outdated commercial centers	75.5	72.3	3.1
Maintain streets and roads in good condition	94.3	95.7	-1.4
Refurbish and improve the amenities at existing community parks	79.7	81.8	-2.1
Attract more entertainment options to Cypress for families, kids, and adults	59.6	62.9	-3.4
Provide incentives to attract new employers and jobs to the City	71.7	76.8	-5.1†

† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

TABLE 12 FUNDING PRIORITIES BY YEARS IN CYPRESS, SURVEY LANGUAGE & OVERALL SATISFACTION (SHOWING % HIGH PRIORITY)

	Years in Cypress (Q1)				Survey Language			Overall Satisfaction (Q5)	
	Less than 5	5 to 9	10 to 14	15 or more	English	Spanish	Korean	Satisfied	Dissatisfied
Maintain streets and roads in good condition	66.3	63.7	63.2	67.1	67.1	77.4	41.8	67.3	60.7
Provide incentives to attract new employers and jobs to the City	45.0	35.1	43.7	30.1	35.4	44.3	32.4	35.8	35.2
Refurbish and improve the amenities at existing community parks	38.6	32.9	26.0	31.2	31.8	61.5	26.7	32.8	32.6
Work with property owners to revitalize older, outdated commercial centers	37.6	26.6	30.5	31.3	30.3	44.2	47.6	32.1	29.8
Make more resources and City services available online for residents	36.5	32.2	28.7	22.7	27.3	41.1	29.6	27.3	33.0
Attract more entertainment options to Cypress for families, kids, and adults	30.2	17.1	25.1	19.3	22.5	12.7	21.6	22.5	19.9

TABLE 13 FUNDING PRIORITIES BY AGE & GENDER (SHOWING % HIGH PRIORITY)

	Age (QD1)						Gender	
	18 to 24	25 to 34	35 to 44	45 to 54	55 to 64	65 or older	Male	Female
Maintain streets and roads in good condition	56.0	69.6	60.1	63.5	68.2	73.6	62.6	68.4
Provide incentives to attract new employers and jobs to the City	46.0	27.5	39.6	34.3	38.7	29.7	38.2	32.8
Refurbish and improve the amenities at existing community parks	24.1	31.9	41.2	35.4	27.1	29.2	31.3	33.2
Work with property owners to revitalize older, outdated commercial centers	28.0	20.4	33.8	28.7	41.6	31.3	31.5	31.9
Make more resources and City services available online for residents	45.9	33.5	26.4	22.1	26.6	23.4	26.4	29.8
Attract more entertainment options to Cypress for families, kids, and adults	26.0	16.0	39.6	21.0	17.9	11.7	21.3	22.6

TABLE 14 FUNDING PRIORITIES BY ETHNICITY & HOME OWNERSHIP STATUS (SHOWING % HIGH PRIORITY)

	Ethnicity (QD7)					Home Ownership Status (QD2)	
	Af Amer /Black	Asian American	Caucasian /White	Latino/ Hispanic	Mixed or other	Own	Rent
Maintain streets and roads in good condition	56.8	60.3	71.5	66.7	64.8	67.4	63.3
Provide incentives to attract new employers and jobs to the City	43.3	38.5	31.2	40.3	21.1	31.7	45.9
Refurbish and improve the amenities at existing community parks	38.4	29.9	30.7	40.3	30.3	30.2	37.0
Work with property owners to revitalize older, outdated commercial centers	15.0	34.7	29.6	37.4	23.9	31.5	31.5
Make more resources and City services available online for residents	37.8	33.7	22.6	31.9	6.0	24.0	34.4
Attract more entertainment options to Cypress for families, kids, and adults	23.4	24.1	19.5	23.6	21.8	18.7	27.4

As a follow-up, residents who assigned a high priority rating to attracting more entertainment options to Cypress for families, kids, and adults were asked to detail specific entertainment options that they would like available in the City. True North reviewed the verbatim responses to Question 10 and grouped them into the categories shown in Figure 14 on the next page.

Nearly three-in-ten residents (29%) who rated attracting more entertainment options as a high priority were nevertheless unsure or could not provide specifics when asked to describe the types of entertainment in which they were interested. Among specific mentions, concerts/events/plays (17%), movie theater/cinemas (14%), a downtown area with shops, cafés, and entertainment (13%), and multi-cultural events/festivals (9%) were the most frequently cited.

Question 10 *You indicated that attracting more entertainment options to Cypress for families, kids, and adults should be a high priority. Do you have any specific entertainment options that you'd like available in the City of Cypress?*

FIGURE 14 ADDITIONAL ENTERTAINMENT OPTIONS DESIRED

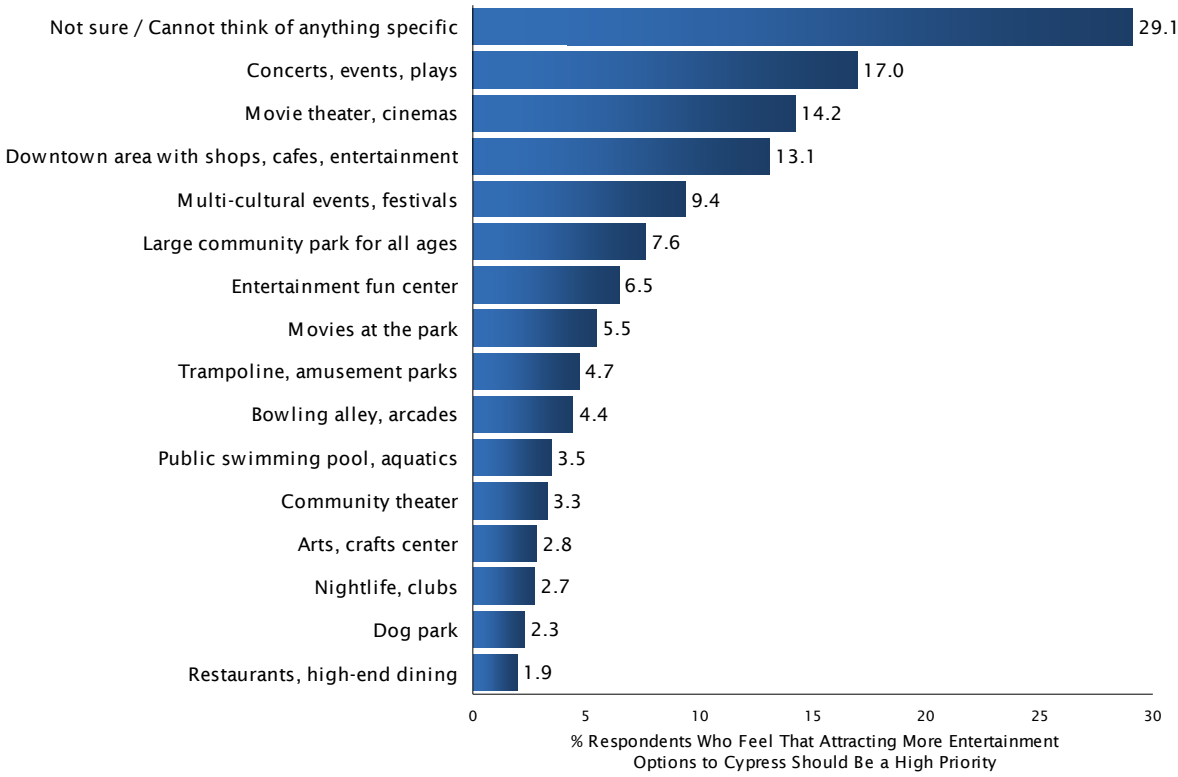


Table 15 provides the top five responses to Question 10 by study year and shows that four of the top five categories remained consistent from 2018 to 2022. Additional multi-cultural events/festivals were cited by a higher percentage of the subgroup of respondents who rated attracting more entertainment options as a high priority in 2022 than in 2018, taking the place of bowling alley/arcades in the top five.

TABLE 15 ADDITIONAL ENTERTAINMENT OPTIONS DESIRED BY STUDY YEAR

Study Year	
2022	2018
Not sure / Cannot think of anything specific	Movie theater, cinemas
Concerts, events, plays	Not sure / Cannot think of anything specific
Movie theater, cinemas	Concerts, events, plays
Downtown area with shops, cafes, entertainment	Downtown area with shops, cafes, entertainment
Multi-cultural events, festivals	Bowling alley, arcades

Communication

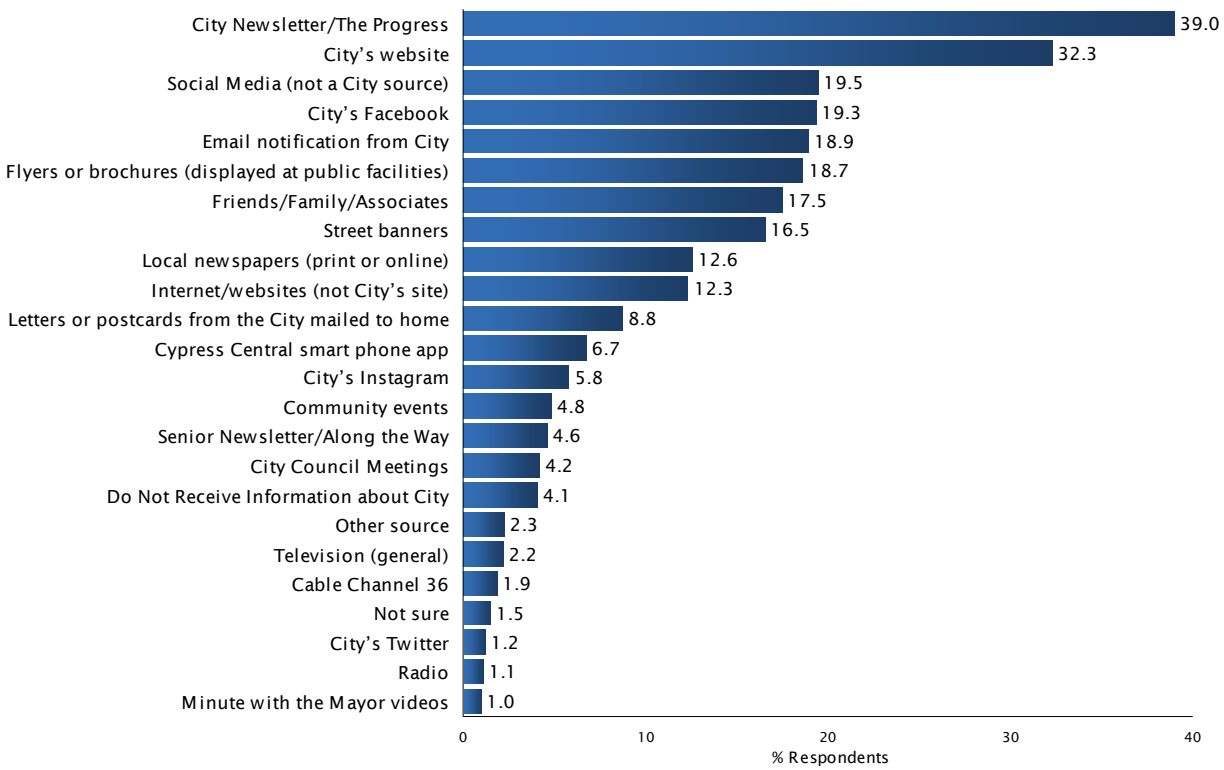
The importance of city communication with residents cannot be over-stated. Much of a city's success is shaped by the quality of information that is exchanged in both directions, from the City to the community and from the community to the City. This study is just one example of Cypress' efforts to enhance the information flow *to* the City to better understand the community's concerns, perceptions, and needs. Some of Cypress' many efforts to communicate with its residents include its newsletters, timely press releases, and its website. In this section, we present the results of several communication-related questions.

SOURCES OF INFORMATION

To help the City identify the most effective means of communicating with residents, it is helpful to understand what information sources they currently rely on for this type of information. Question 11 asked respondents to identify the information sources they primarily use to find out about City of Cypress news, information, and programming. Because respondents were allowed to provide up to four sources, the percentages shown in Figure 15 represent the percentage of residents who mentioned a particular source and thus sum to more than 100. The most frequently cited source for city information was the City's Newsletter "The Progress" (39%), followed by the City's website (32%), social media (not the City's sources, 20%), the City's Facebook page (19%), email notifications from the City (19%), and flyers or brochures displayed at public facilities (19%).

Question 11 *What information sources do you primarily use to find out about City of Cypress news, information and programming?*

Figure 15 Information Sources



Figures 16-17 present the information source categories by a number of key demographic traits. For ease of interpretation, the bars representing city-sponsored sources are displayed in shades of green, and non-city sources in shades of orange.

FIGURE 16 INFORMATION SOURCES BY OVERALL, AGE, SATISFACTION WITH COMMUNICATION

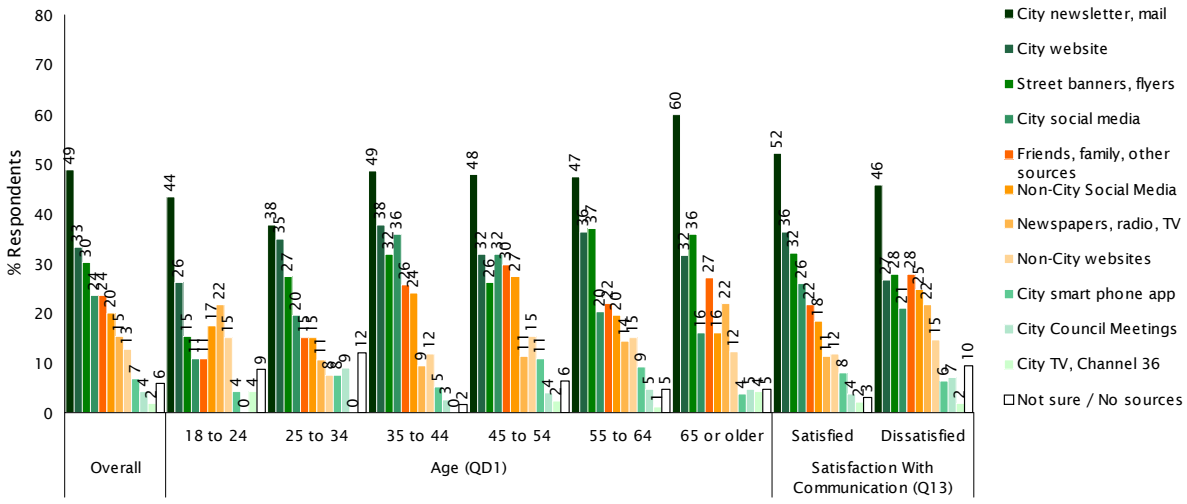
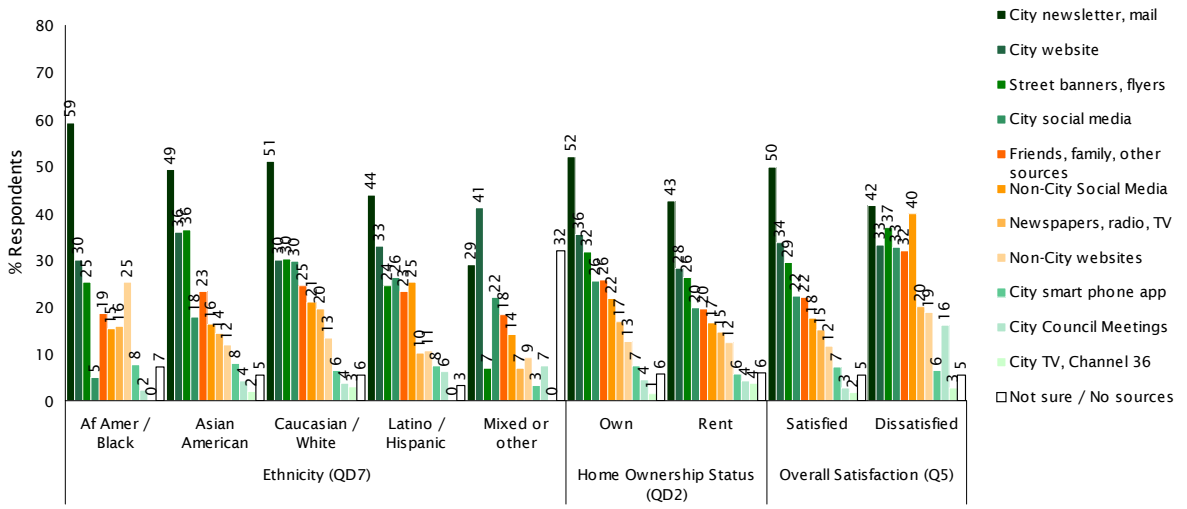


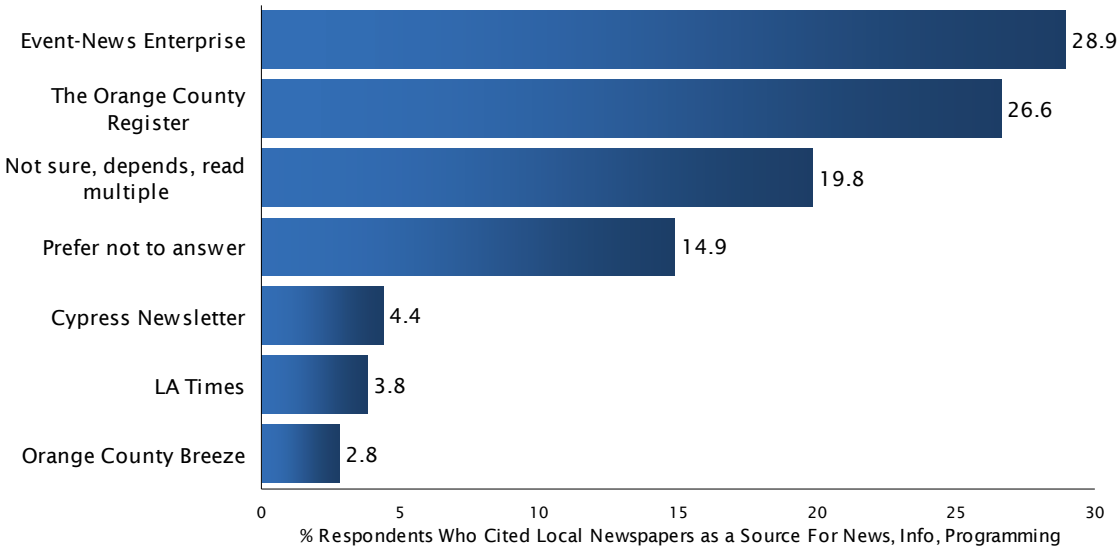
FIGURE 17 INFORMATION SOURCES BY ETHNICITY & HOME OWNERSHIP STATUS



As a follow-up question, respondents who indicated that they refer to a local newspaper (print or online) as one of their primary information sources were asked which local newspaper they read most often. The *Event-News Enterprise* (29%) and the *Orange County Register* (27%) were the papers most frequently cited among this subgroup, whereas 20% were unsure or indicated that it depends or they read multiple papers and an additional 15% were unwilling to answer the question.

Question 12 *Which local newspaper do you read most often?*

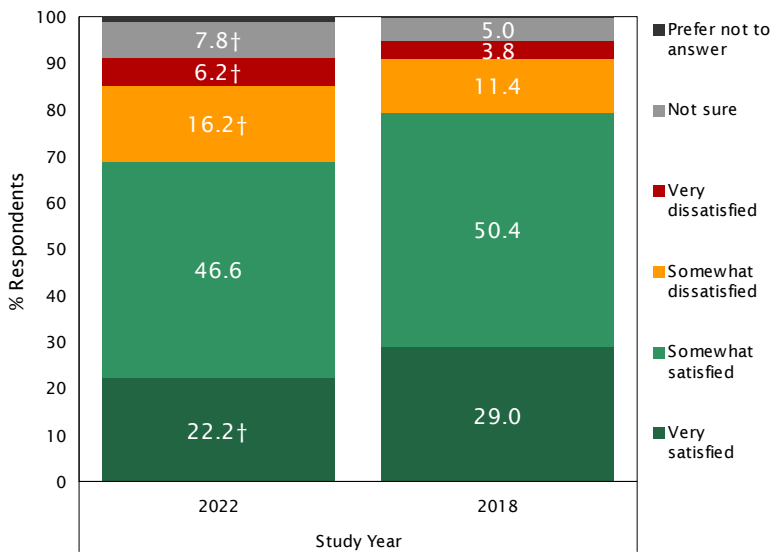
FIGURE 18 NEWSPAPER READ MOST OFTEN



SATISFACTION WITH COMMUNICATION Question 13 asked Cypress residents to report their satisfaction with city-resident communication. Overall, 69% of respondents indicated they were satisfied with the City's efforts to communicate with residents through newsletters, the Internet, local media, and other means (see Figure 19). The remaining respondents were either dissatisfied with the City's efforts in this respect (22%) or unsure of their opinion (9%). Overall satisfaction experienced a statistically significant decline from 2018 to 2022 (-10%), while the percentage dissatisfied (+7%) and unsure (+3%) increased significantly.

Question 13 *Overall, are you satisfied or dissatisfied with the City's efforts to communicate with residents through newsletters, the Internet, local media, and other means?*

FIGURE 19 SATISFACTION WITH COMMUNICATION BY STUDY YEAR



† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

The next three figures display how satisfaction with the City's efforts to communicate with residents varied by a number of demographics. At least three-quarters (75%) of residents in each of the following subgroups reported being satisfied with city-resident communication: respondents who have lived in Cypress between 10 and 14 years, those 35 to 44 years of age, mixed/other ethnicity respondents, women, residents who took the survey in Spanish, and those who work part-time. Figure 22 on the next page also shows satisfaction with the City's performance overall (Question 5) by residents' satisfaction with the City's efforts to communicate with them. Those satisfied with the City's performance overall were much more likely toalso report being satisfied with the City's communication efforts when compared to their counterparts (74% vs. 41%).

FIGURE 20 SATISFACTION WITH COMMUNICATION BY YEARS IN CYPRESS & AGE

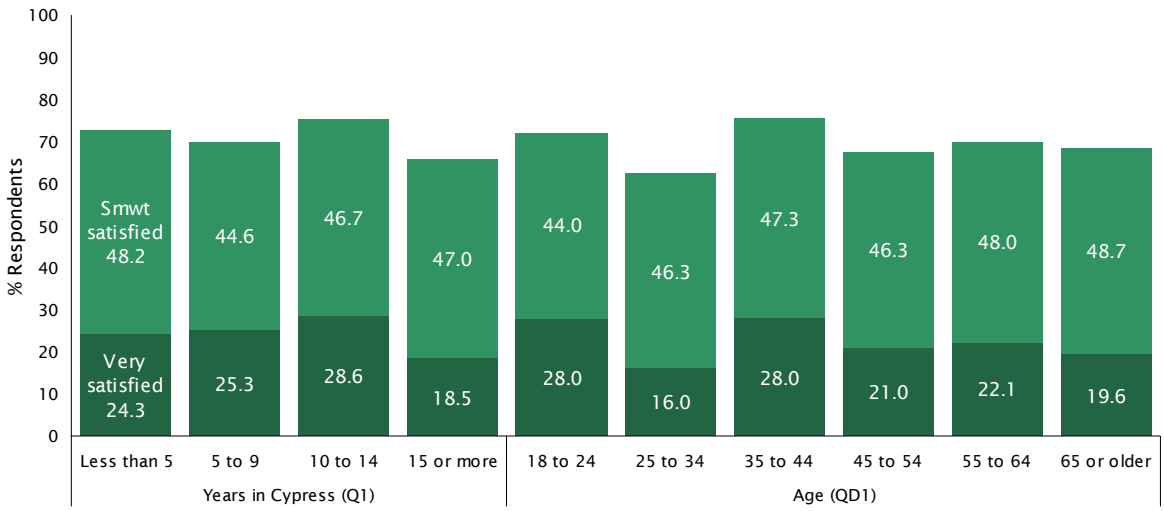


FIGURE 21 SATISFACTION WITH COMMUNICATION BY ETHNICITY, HOME OWNERSHIP STATUS, GENDER & SURVEY LANGUAGE

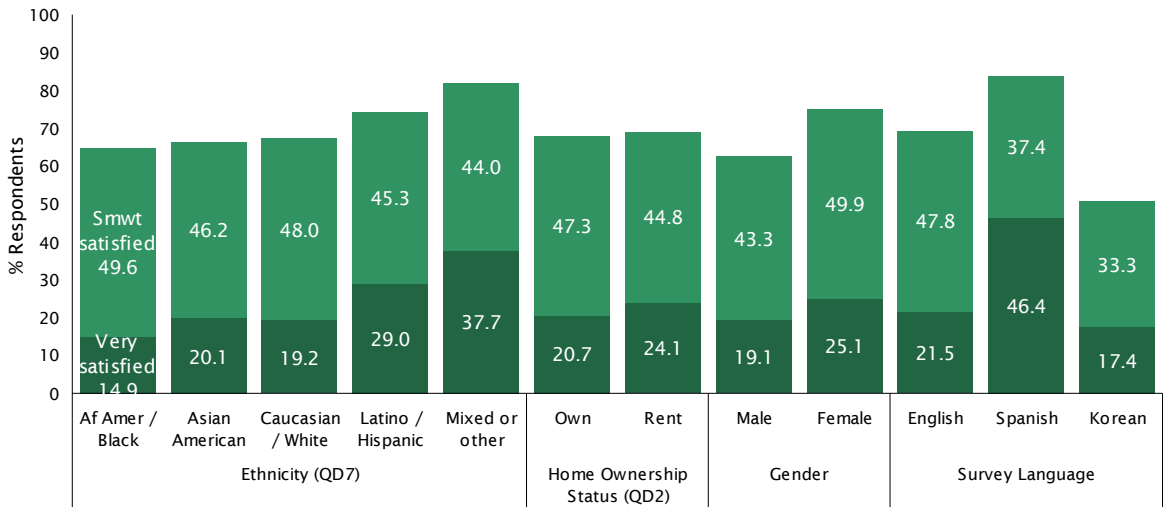
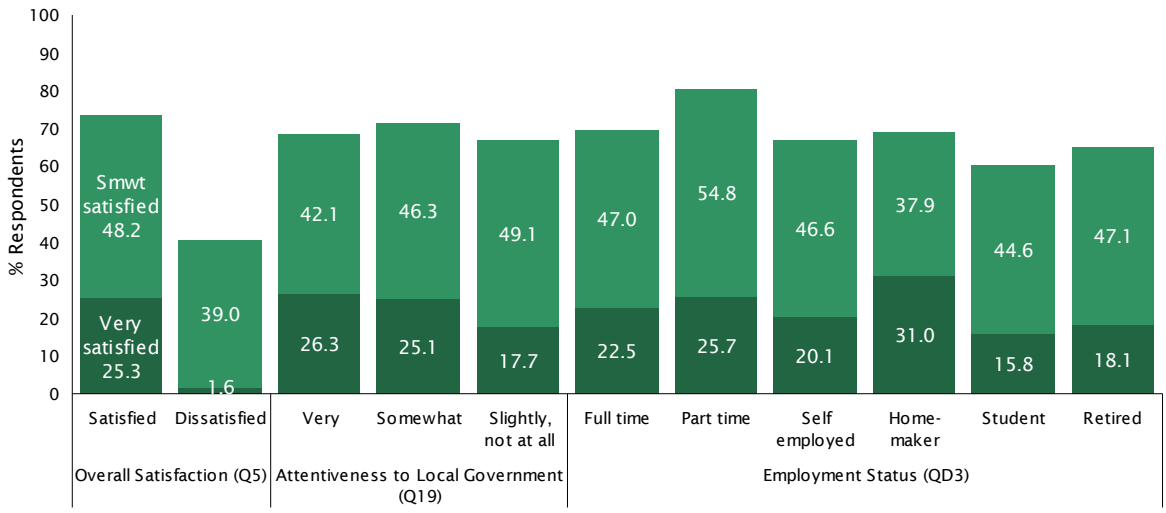


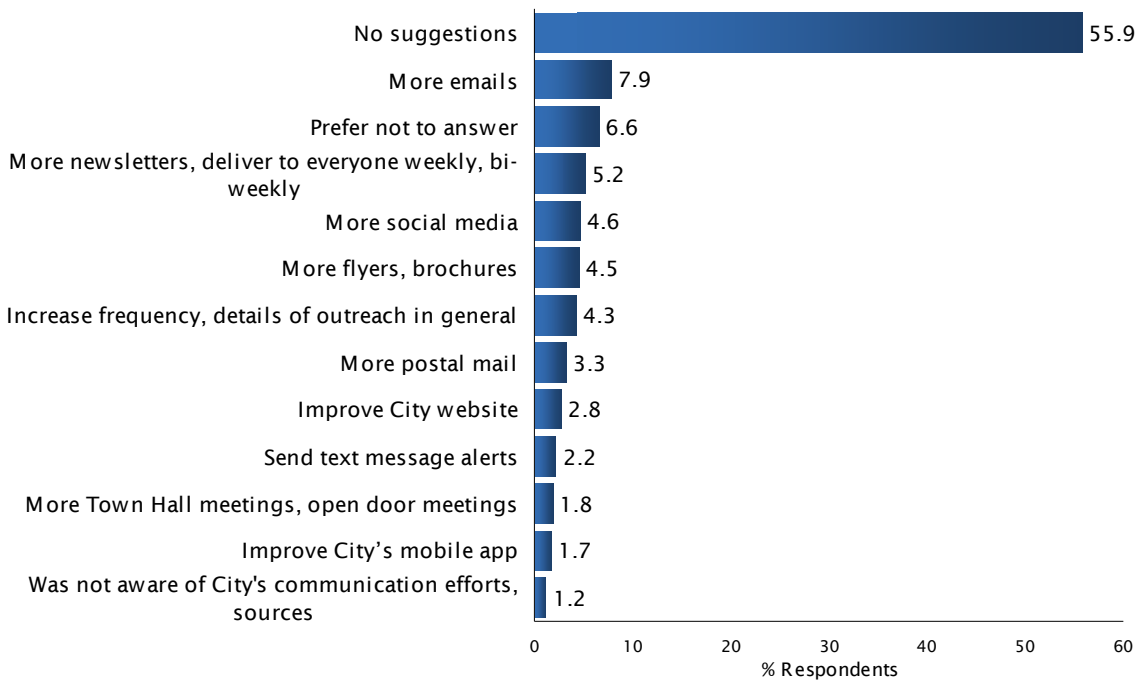
FIGURE 22 SATISFACTION WITH COMMUNICATION BY OVERALL SATISFACTION, ATTENTIVENESS TO LOCAL GOVERNMENT & EMPLOYMENT STATUS



Respondents were next asked, in an open-ended manner, if they had any suggestions for how the City could improve the way it communicated with them. Overall, more than six-in-ten residents (63%) did not have any suggestions (56%) or declined to state (7%). Among those who provided input, more email from the City was cited most often (8%), followed by more newsletters (5%), more social media posts (5%), and more flyers/brochures (5%).

Question 14 *Do you have any suggestions for how the City could improve the way it communicates with you?*

FIGURE 23 CITY COMMUNICATION IMPROVEMENTS



TOPICS OF INTEREST Respondents were next asked if there was a particular topic or issue that they would like to receive more information about from the City. Consistent with the results of the last survey, three-in-ten residents (31%) answered Question 15 in the affirmative and would like more information (see Figure 24). For the interested reader, figures 25 through 27 display the percentage of residents who desired additional information from the City by a variety of demographics.

Question 15 *Is there a particular topic or issue that you'd like to receive more information about from the City?*

FIGURE 24 DESIRE ADDITIONAL INFORMATION BY STUDY YEAR

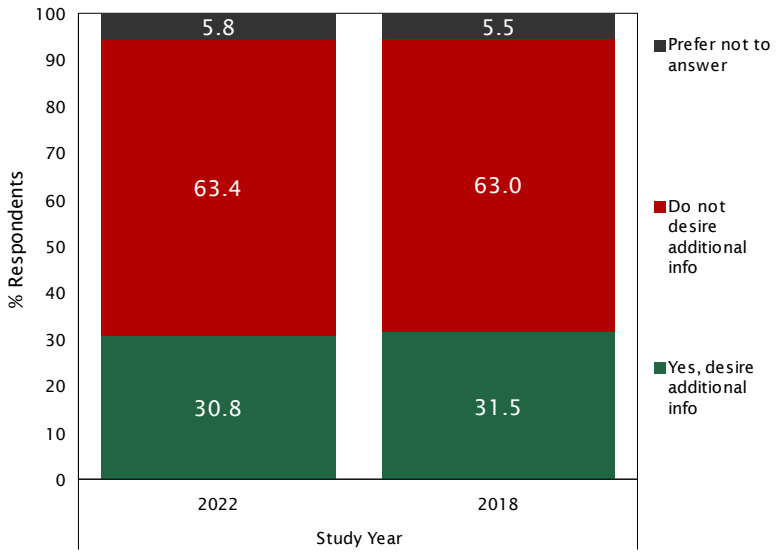


FIGURE 25 DESIRE ADDITIONAL INFORMATION BY YEARS IN CYPRESS, ATTENTIVENESS TO LOCAL GOVERNMENT & GENDER

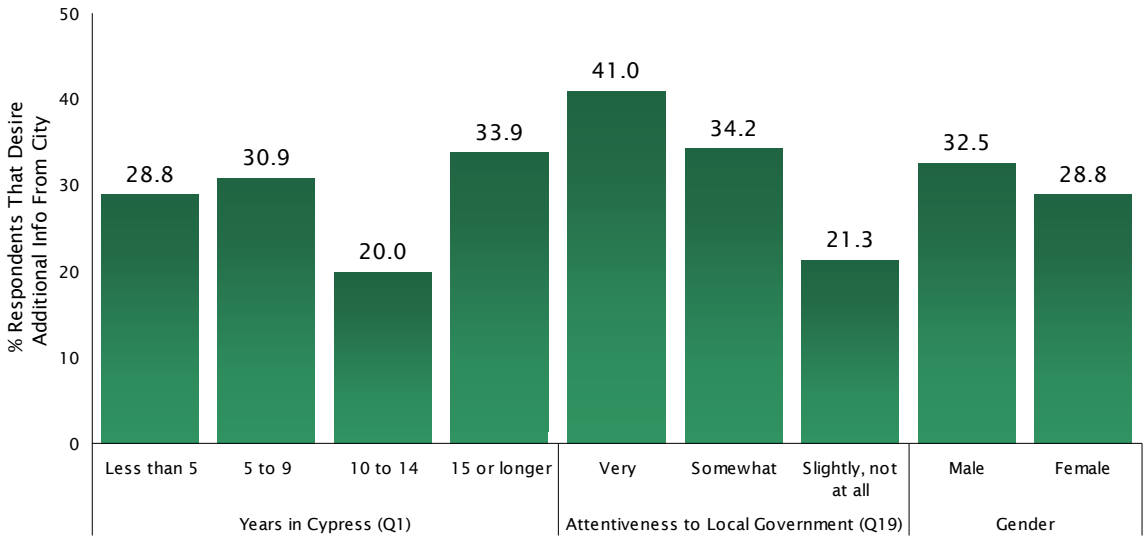


FIGURE 26 DESIRE ADDITIONAL INFORMATION BY AGE, HOME OWNERSHIP STATUS & SURVEY LANGUAGE

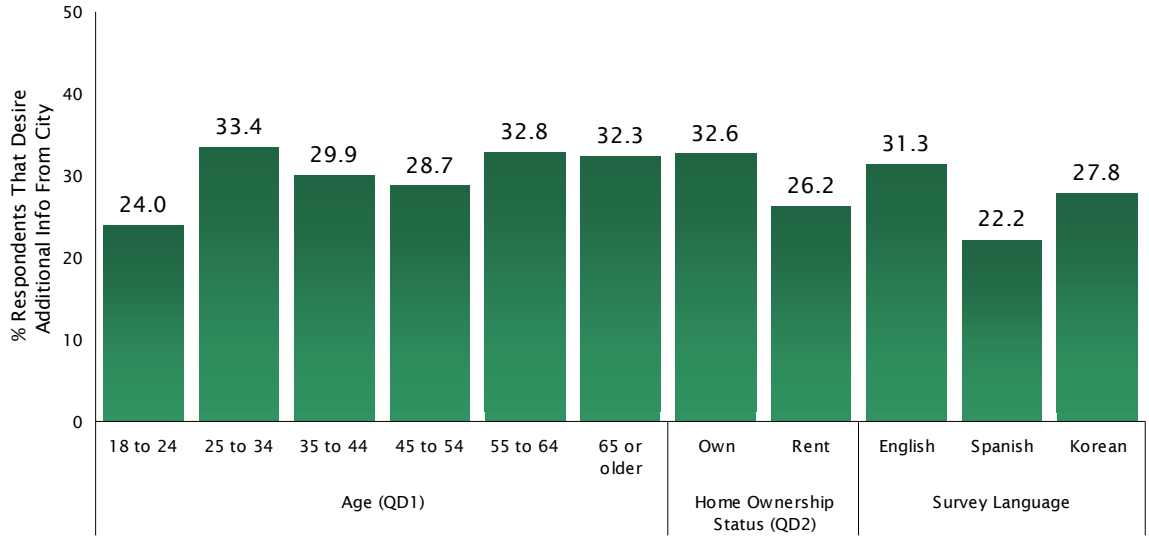
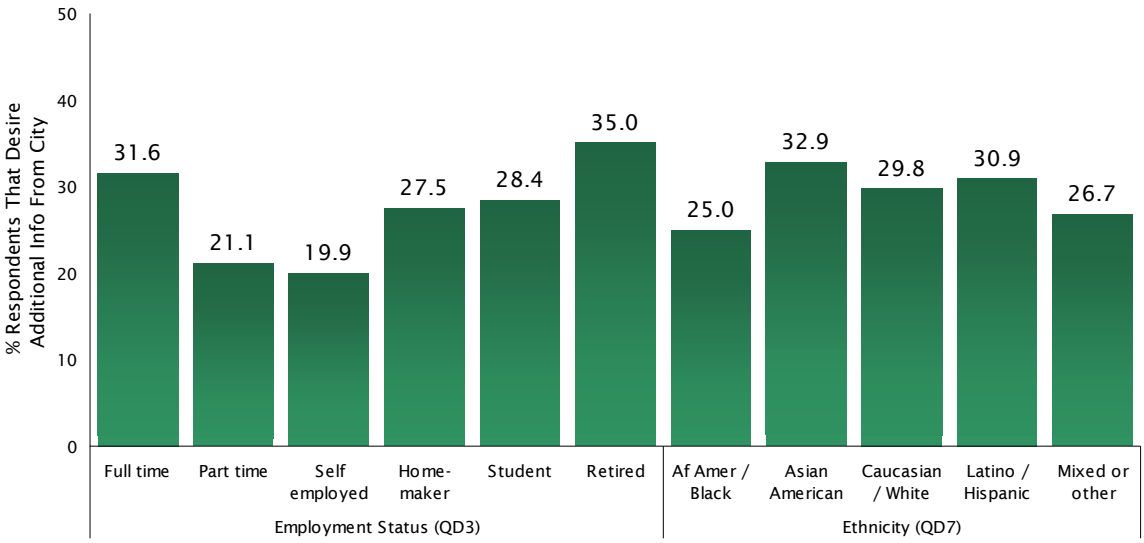


FIGURE 27 DESIRE ADDITIONAL INFORMATION BY EMPLOYMENT STATUS & ETHNICITY



Residents who expressed interest in receiving additional information from the City were subsequently asked to describe their topic of interest. Question 26 was posed in an open-ended manner, meaning that respondents were at liberty to mention any topic that came to mind without being prompted by or restricted to a particular list of topics. The verbatim responses were later reviewed by True North and grouped into the categories shown in Figure 28 on the next page. Respondents were allowed to mention more than one topic, so the percentage results shown in the figure indicate the percentage of respondents who mentioned each topic.

As shown in the figure, information about future plans, development, and zoning (15%), information about community events and activities (15%), City Council agendas and minutes (14%), and information on safety, crime activity, reports, and solutions (14%) were the most commonly mentioned topics of interest.

Question 16 *Please briefly describe the topic*

FIGURE 28 ADDITIONAL INFORMATION DESIRED FROM CITY

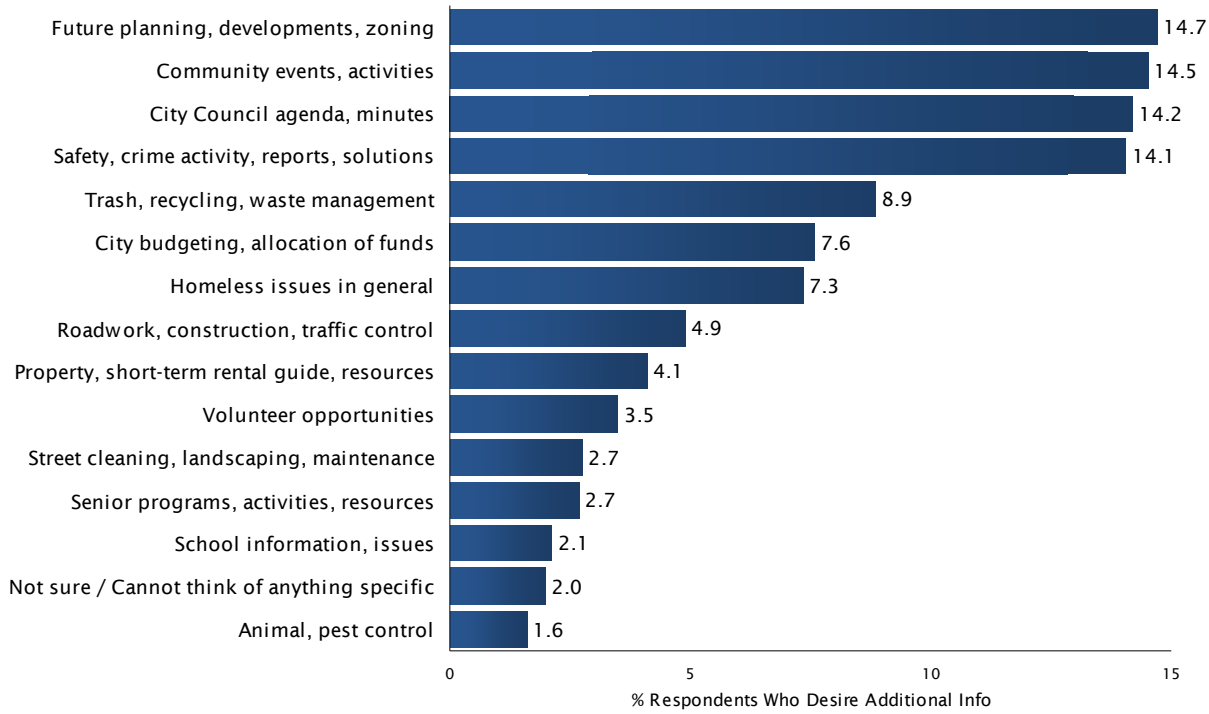


Table 11 compares responses in 2018 and 2022 and shows that three of the top five categories remained consistent over time (among residents who expressed interest in receiving additional information from the City).

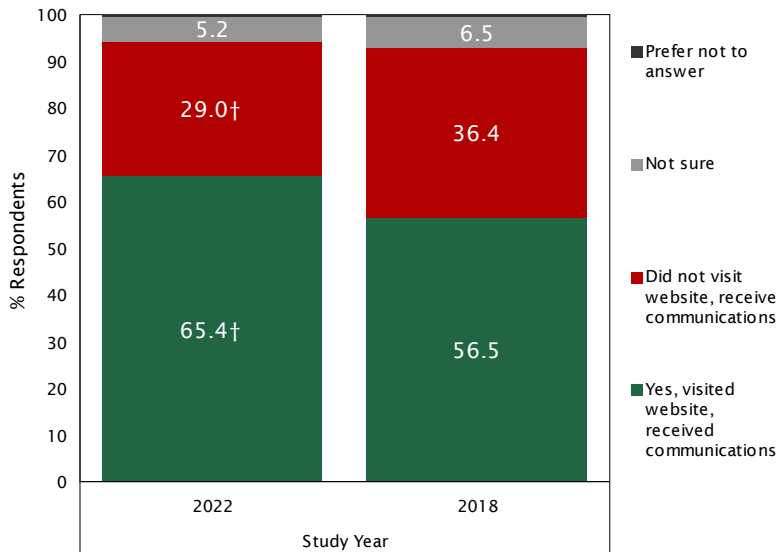
TABLE 16 ADDITIONAL INFORMATION DESIRED FROM CITY BY STUDY YEAR

Study Year	
2022	2018
Future planning, developments, zoning	Future planning, developments, zoning
Community events, activities	Safety, crime activity, reports, solutions
City Council agenda, minutes	Community events, activities
Safety, crime activity, reports, solutions	Homeless issues in general
Trash, recycling, waste management	Information about road work, traffic control

CITY WEBSITE & COMMUNICATIONS FROM CITY All respondents were next asked whether they had visited the City's website or received communications from the City during the 12 months prior to the interview. As shown in Figure 29, 65% of residents reported that they have visited the City's website and/or recalled receiving communications from the City during this period, which is statistically higher than the percentage recorded in the 2018 survey (+9%).

Question 17 *In the past 12 months, have you visited the City's website or received communications from the City?*

FIGURE 29 VISITED CITY'S WEBSITE OR RECEIVED COMMUNICATIONS IN PAST 12 MONTHS BY STUDY YEAR



† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

Figures 30 through 32 on the next page show how responses to this question varied across a host of resident subgroups. The subgroups most likely to state that they had visited the City's website or received communications from the City were residents who have lived in the City at least 15 years, those very attentive to city issues, respondents satisfied with city-resident communication, those 35 to 44 years of age, home owners, respondents who took the survey in Spanish, respondents with an employment status other than homemaker, and African-American/Black respondents.

FIGURE 30 VISITED CITY'S WEBSITE OR RECEIVED COMMUNICATIONS IN PAST 12 MONTHS BY YEARS IN CYPRESS, ATTENTIVENESS TO LOCAL GOVERNMENT, OVERALL SATISFACTION & SATISFACTION WITH COMMUNICATION

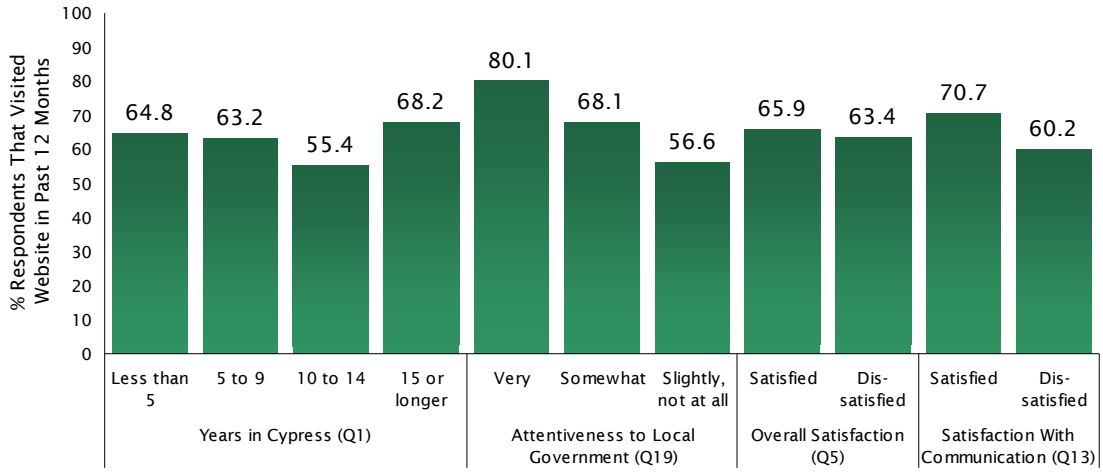


FIGURE 31 VISITED CITY'S WEBSITE OR RECEIVED COMMUNICATIONS IN PAST 12 MONTHS BY AGE, HOME OWNERSHIP STATUS & SURVEY LANGUAGE

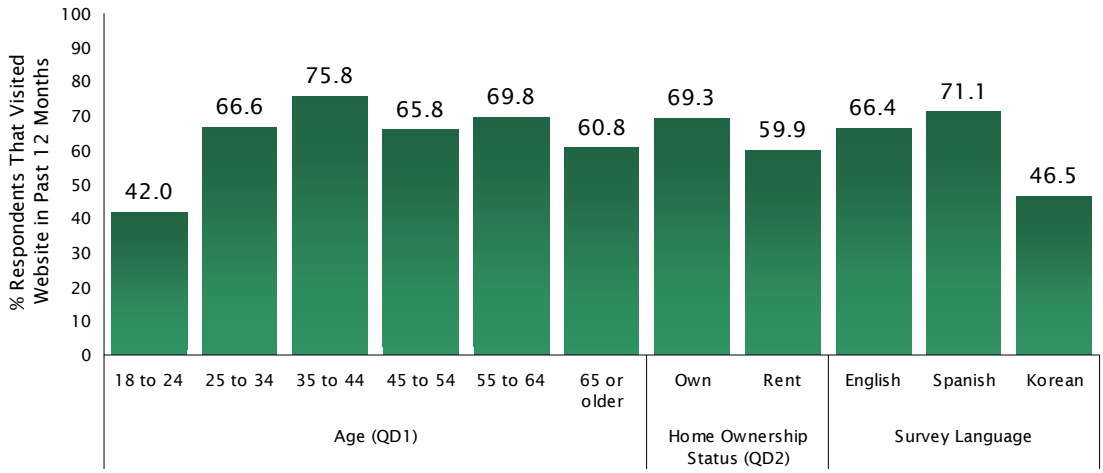
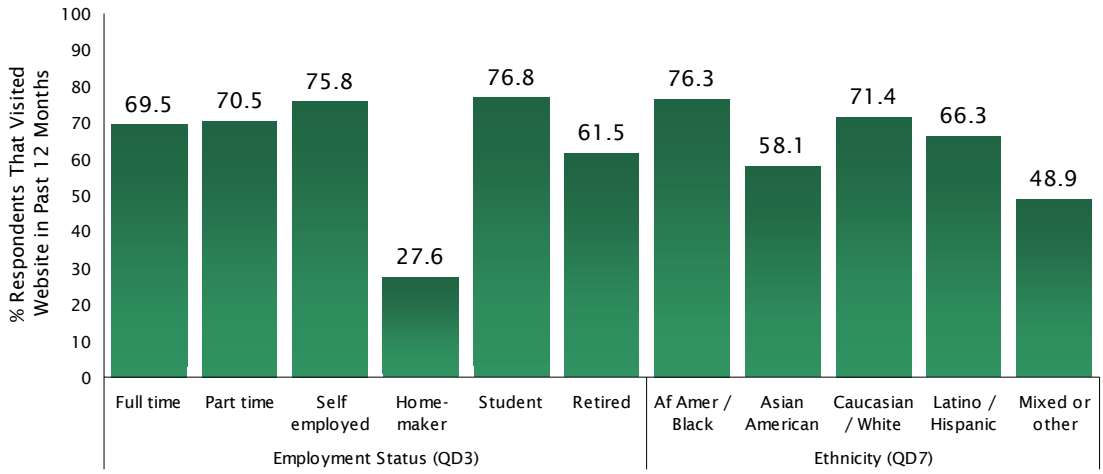


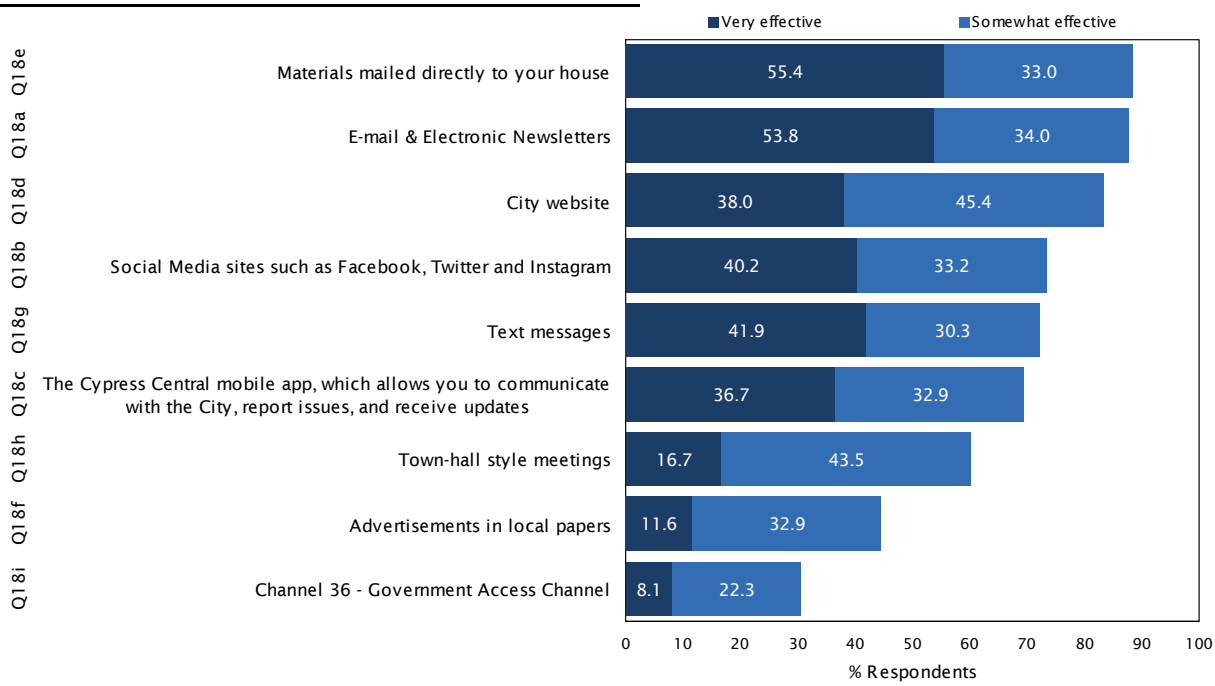
FIGURE 32 VISITED CITY'S WEBSITE OR RECEIVED COMMUNICATIONS IN PAST 12 MONTHS BY EMPLOYMENT STATUS & ETHNICITY



COMMUNICATION PREFERENCES The next communication-related question presented residents with the methods shown to the left of Figure 33 and asked whether each would be an effective way for the City to communicate with them. Overall, respondents cited direct mail and email and electronic newsletters as the most effective methods (each 88% very or somewhat effective), followed by the City's website (83%). At the other end of the spectrum, fewer than half of respondents perceived the Government Access Channel (30%) and advertisements in local papers (45%) as effective ways for the City to communicate with them.

Question 18 *As I read the following ways that the City can communicate with residents, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective way for the City to communicate with you.*

FIGURE 33 EFFECTIVENESS OF COMMUNICATION METHODS



Comparing the effectiveness of communication methods over time revealed an increase in the percentage of residents who cited direct mail (+5%) as an effective way for the City to commujnicate with them, and decreases for the percentage indicating the Cypress Central mobile app (-15%) and town-hall style meetings (-8%) are effective.

TABLE 17 EFFECTIVENESS OF COMMUNICATION METHODS BY STUDY YEAR

	Study Year		Change in Very + Smwt Effective 2018 to 2022
	2022	2018	
Materials mailed directly to your house	88.4	83.4	+5.0†
E-mail & Electronic Newsletters	87.7	88.3	-0.6
Text messages	72.2	73.1	-1.0
Advertisements in local papers	44.5	46.4	-1.9
Social Media sites such as Facebook, Twitter and Instagram	73.4	75.7	-2.3
City website	83.4	85.9	-2.6
Channel 36 - Government Access Channel	30.4	34.8	-4.4
Town-hall style meetings	60.2	67.7	-7.5†
Cypress Central mobile app	69.6	84.2	-14.6†

† Statistically significant change ($p < 0.05$) between the 2018 and 2022 studies.

The following tables display the percentage of respondents who perceived each proposed communication method as *very effective* by their years in Cypress, survey language, overall satisfaction with the City's performance, age, gender, ethnicity, and home ownership, with the top five most effective methods within each subgroup highlighted green to ease comparisons.

TABLE 18 EFFECTIVENESS OF COMMUNICATION METHODS BY YEARS IN CYPRESS, SURVEY LANGUAGE & OVERALL SATISFACTION (SHOWING % VERY EFFECTIVE)

	Years in Cypress (Q1)				Survey Language			Overall Satisfaction (Q5)	
	Less than 5	5 to 9	10 to 14	15 or more	English	Spanish	Korean	Satisfied	Dissatisfied
Materials mailed directly to your house	56.8	43.2	51.7	59.4	55.7	51.2	53.1	57.1	50.0
E-mail & Electronic Newsletters	54.1	60.0	55.9	51.3	53.3	69.4	50.8	56.4	45.5
Text messages	41.6	53.0	38.8	38.9	42.9	28.6	34.6	43.4	35.2
Social Media sites such as Facebook, Twitter and Instagram	44.5	39.7	46.6	36.9	39.7	58.3	35.6	40.9	36.4
City website	39.7	42.3	30.0	37.1	39.8	20.5	20.4	40.9	18.1
Cypress Central mobile app	41.7	42.4	35.4	32.6	36.7	40.5	34.0	38.3	25.9
Town-hall style meetings	12.9	19.8	19.8	16.4	17.4	13.7	8.6	16.8	18.1
Advertisements in local papers	9.8	8.7	14.5	12.4	12.5	2.6	3.2	11.1	17.0
Channel 36 - Government Access Channel	14.1	6.8	7.9	5.8	8.6	0.0	5.2	7.7	7.7

TABLE 19 EFFECTIVENESS OF COMMUNICATION METHODS BY AGE & GENDER (SHOWING % VERY EFFECTIVE)

	Age (QD1)						Gender	
	18 to 24	25 to 34	35 to 44	45 to 54	55 to 64	65 or older	Male	Female
Materials mailed directly to your house	64.0	46.4	46.4	47.3	48.7	63.4	50.4	59.2
E-mail & Electronic Newsletters	60.0	46.4	46.4	54.7	53.5	59.0	51.6	56.0
Text messages	37.9	45.1	45.1	47.2	44.3	45.2	39.6	43.4
Social Media sites such as Facebook, Twitter and Instagram	51.9	50.8	50.8	50.3	44.7	35.8	32.3	47.4
City website	32.0	43.5	43.5	37.1	33.7	43.4	30.7	44.0
Cypress Central mobile app	47.9	32.0	32.0	34.6	37.1	39.4	33.6	39.5
Town-hall style meetings	14.0	18.9	18.9	10.7	13.3	23.8	16.5	15.9
Advertisements in local papers	16.0	14.5	14.5	4.1	10.0	14.4	9.9	12.8
Channel 36 - Government Access Channel	6.0	13.0	13.0	3.3	6.1	10.4	7.4	8.6

TABLE 20 EFFECTIVENESS OF COMMUNICATION METHODS BY ETHNICITY & HOME OWNERSHIP STATUS (SHOWING % VERY EFFECTIVE)

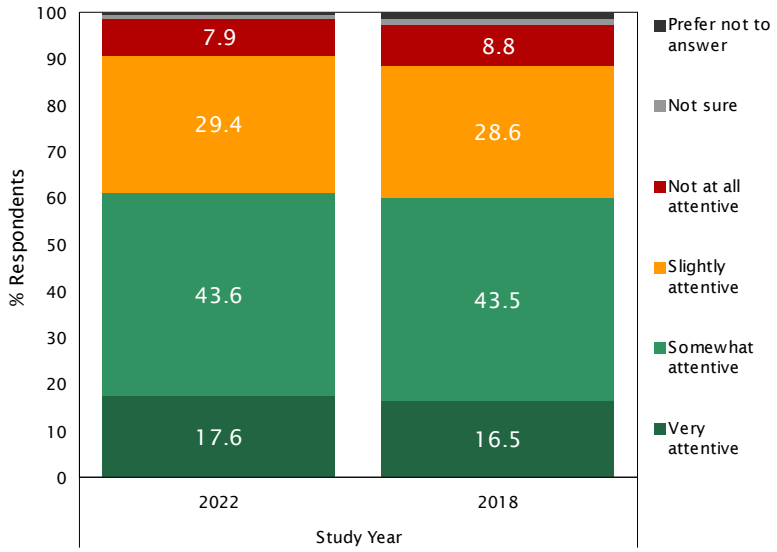
	Ethnicity (QD7)					Home Ownership	
	Af Amer /Black	Asian American	Caucasian /White	Latino/ Hispanic	Mixed or other	Own	Rent
Materials mailed directly to your house	60.5	53.5	59.5	53.3	34.5	59.1	47.2
E-mail & Electronic Newsletters	62.2	52.8	53.7	55.4	40.5	54.5	49.8
Text messages	51.4	37.4	41.0	51.8	28.5	40.6	42.1
Social Media sites such as Facebook, Twitter and Instagram	38.9	34.0	39.6	50.5	57.4	38.1	45.4
City website	55.7	32.6	37.0	40.9	48.6	39.0	36.6
Cypress Central mobile app	52.4	31.3	38.2	39.9	28.5	34.8	42.2
Town-hall style meetings	12.4	14.6	16.8	20.2	8.8	17.2	13.8
Advertisements in local papers	22.1	12.4	10.2	11.9	2.8	10.9	12.0
Channel 36 - Government Access Channel	15.2	5.8	7.0	12.6	12.0	6.5	11.3

ATTENTION PAID TO CITY GOVERNMENT

The final question in this section asked respondents to rate how attentive they are to the issues, decisions, and activities of city government using a scale of very attentive, somewhat attentive, slightly attentive, or not at all attentive. Overall, 18% of respondents claimed to be very attentive to matters of city government, 44% somewhat attentive, and 29% slightly attentive. Another 8% of respondents confided they do not pay any attention to the activities of their city government and 1% were unsure or declined to state (see Figure 34 on the next page). Responses to this question remained statistically unchanged from 2018 to 2022.

Question 19 *How much attention do you pay to the issues, decisions and activities of your city government? Would you say that you are very attentive, somewhat attentive, slightly attentive, or not at all attentive?*

FIGURE 34 ATTENTIVENESS TO CITY ISSUES BY STUDY YEAR



Figures 35 to 37 display how attentiveness to city government differed across a variety of demographics. Notably, attention paid to city government shared a positive relationship with years in Cypress and age of the respondent, with both the percentage *very* attentive and *at least* somewhat attentive generally increasing across each category. Residents 55 years and older, home owners, retirees, and those dissatisfied with the City's overall performance were among the most likely to describe themselves as being very or somewhat attentive to the issues, decisions, and activities of city government.

FIGURE 35 ATTENTIVENESS TO CITY ISSUES BY YEARS IN CYPRESS & AGE

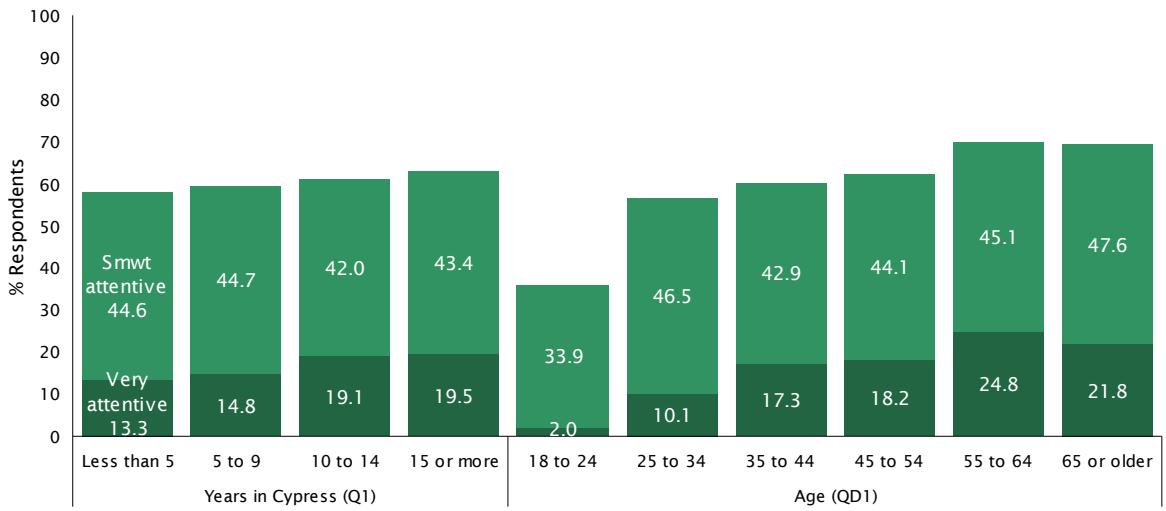


FIGURE 36 ATTENTIVENESS TO CITY ISSUES BY ETHNICITY, HOME OWNERSHIP STATUS & SURVEY LANGUAGE

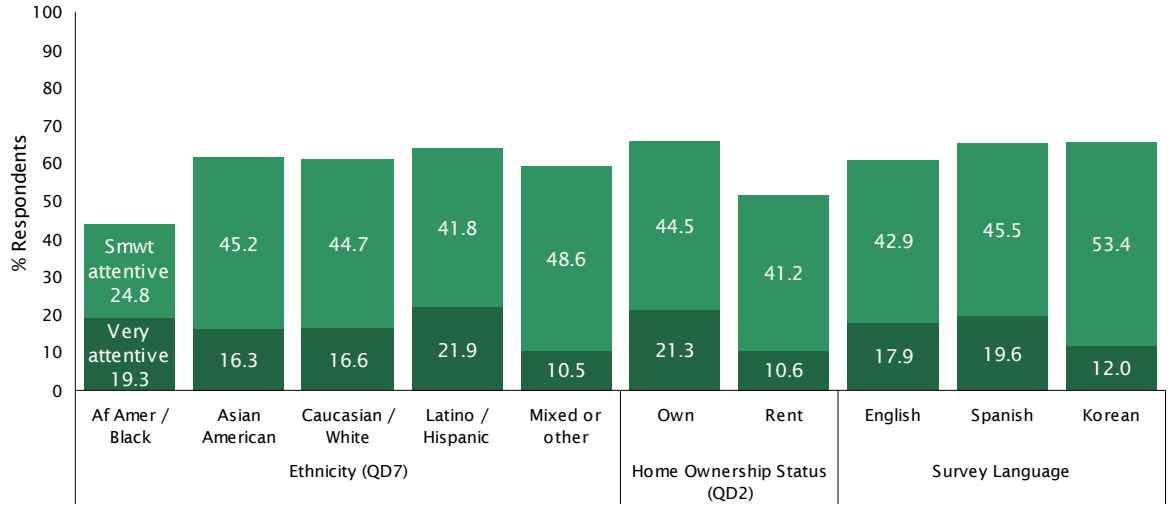
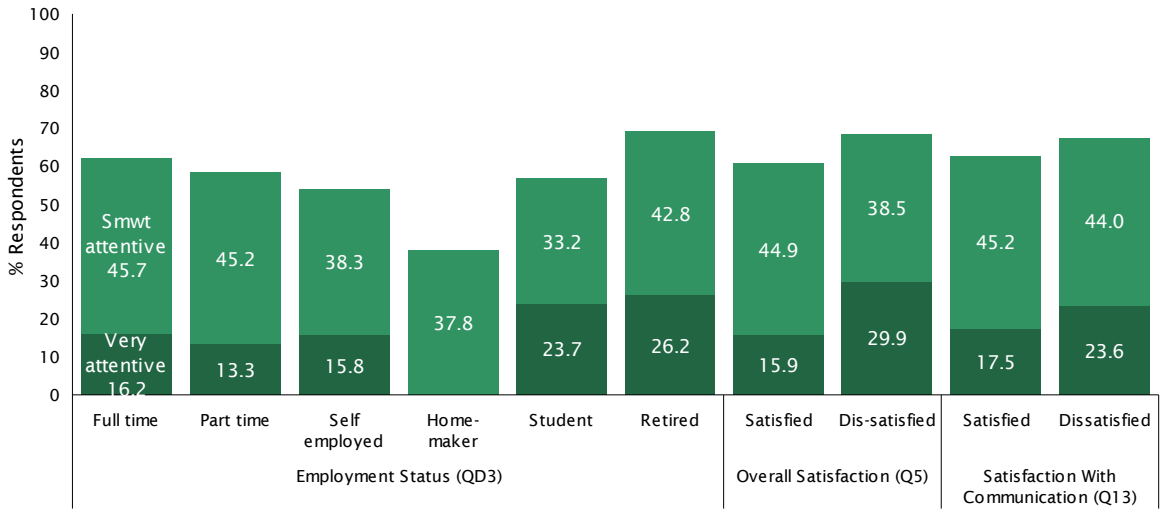


FIGURE 37 ATTENTIVENESS TO CITY ISSUES BY EMPLOYMENT STATUS, OVERALL SATISFACTION & SATISFACTION WITH COMMUNICATION



Background & Demographics

Table 21 Demographics of Sample

	Study Year 2022	2018
Total Respondents	*707*	*748*
Years in Cypress (Q1)		
Less than 5	21.0	17.4
5 to 9	16.9	14.2
10 to 14	10.4	12.0
15 or more	51.3	56.0
Prefer not to answer	0.5	0.4
Age (QD1)		
18 to 24	10.1	12.9
25 to 34	13.9	14.0
35 to 44	18.6	16.9
45 to 54	19.3	21.9
55 to 64	16.2	16.5
65 or older	17.7	16.9
Prefer not to answer	4.1	0.9
Home Ownership Status (QD2)		
Own	65.3	66.2
Rent	29.1	28.5
Prefer not to answer	5.5	5.2
Employment Status (QD3)		
Full time	49.5	56.3
Part time	7.0	6.3
Self employed	8.8	0.0
Home- maker	5.9	2.9
Student	2.5	7.9
Retired	22.1	18.6
Between jobs	0.0	2.9
Prefer not to answer	4.2	5.1
Work Commute Status (QD4)		
Working from home	11.8	N/A
Commuting outside home	34.4	N/A
Mixture of both	18.4	N/A
Do not work / Prefer not to answer	35.4	N/A
Gender (QD6)		
Male	46.7	49.3
Female	51.3	47.2
Prefer not to answer	2.0	3.5
Ethnicity (QD7)		
Af Amer / Black	4.3	2.7
Asian American	33.9	26.4
Caucasian / White	38.3	37.6
Latino / Hispanic	18.5	18.6
Mixed or other	3.4	7.1
Prefer not to answer	1.6	7.6
Survey Language		
English	90.4	87.3
Spanish	3.6	7.2
Korean	5.9	5.6

Table 21 presents the key demographic information collected during the survey by study year. Because of the probability-based sampling methodology used in this study, the results shown in the table are representative of adult residents in the City of Cypress. The primary motivation for collecting the background and demographic information was to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics, and ensure that the resulting sample matched the profile of Cypress' adult population on key characteristics (see Appendix A for more details).

METHODOLOGY

The following sections outline the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT Dr. McLarney of True North Research worked closely with the City of Cypress to develop a questionnaire that covered the topics of interest and avoided the many possible sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, the items were asked in a random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated there is a topic or issue they'd like to receive more information about from the City (Question 15) were subsequently asked to describe their topic of interest (Question 16). The questionnaire included with this report (see *Questionnaire & Toplines* on page 47) identifies the skip patterns used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING, PRE-TEST & TRANSLATION Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the telephone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts interviewers to certain types of keypunching mistakes should they happen during the interview. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled residents. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in the City prior to formally beginning the survey. The final questionnaire was also professionally translated into Spanish and Korean to allow for data collection in English, Spanish, and Korean.

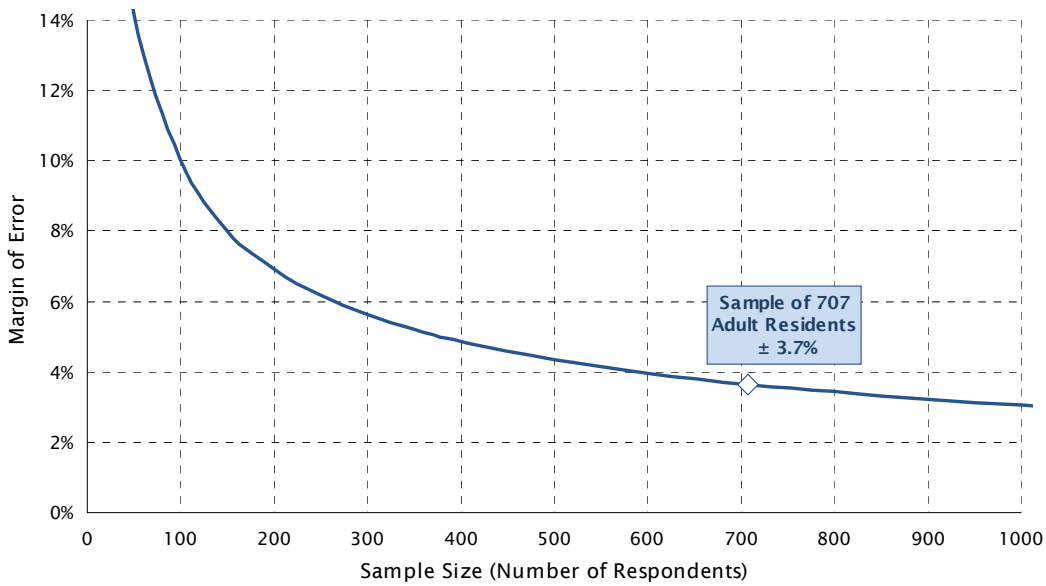
SAMPLE, RECRUITING & DATA COLLECTION A comprehensive database of Cypress households was utilized for this study, ensuring that all households in Cypress had the opportunity to be randomly selected for the survey. Once selected at random, contact information was appended to each record including email addresses and telephone numbers for adult residents. Individuals were subsequently recruited to participate in the survey through multiple recruiting methods. Using a combination of mailed letters, email, and text invitations, sampled residents were initially invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Each individual was assigned a unique passcode to ensure that only Cypress residents who received an invitation could access the online survey site, and that the survey could be completed only one time per passcode. An email reminder notice was also sent to encourage participation among those who had yet to take the survey. Following a period of online data collection, True North began placing telephone calls to land lines and cell phone numbers of sampled residents that had yet to participate in the online survey or for whom only telephone contact information was available.

Telephone interviews averaged 17 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would bias the sample. A total of 707 completed surveys (639 English, 26 Spanish, and 42 Korean) were gathered online and by telephone between April 13 and May 5, 2022.

MARGIN OF ERROR DUE TO SAMPLING The results of the survey can be used to estimate the opinions of all adult residents of the City. Because not every adult resident of the City participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 707 adult residents for a particular question and what would have been found if all of the estimated 38,265 adult residents[3] had been interviewed.

Figure 38 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is ± 3.7% for questions answered by all 707 respondents.

FIGURE 38 MAXIMUM MARGIN OF ERROR



Within this report, figures and tables show how responses to certain questions varied by demographic characteristics such as length of residence and age of the respondent. Figure 38 is thus useful for understanding how the maximum margin of error for a percentage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

3. Source: U.S. Census Bureau, estimate for 2021.

DATA PROCESSING & WEIGHTING Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, and preparing frequency analyses and cross-tabulations. The final data were weighted to balance the sample by age and ethnicity according to Census estimates.

ROUNDING Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and tables. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and charts for a given question.

TRUE NORTH RESEARCH

City of Cypress
Community Opinion Survey
Final Toplines (n=707)
May 2022

Section 1: Introduction to Study
Hi, may I please speak to _____? Hi, my name is _____ and I'm calling from TNR on behalf of the City of Cypress. We're conducting a survey about important issues in Cypress and we would like to get your opinions.
If needed: This is a survey about important issues in your community. I'm NOT trying to sell anything and I won't ask for a donation. *If needed:* The survey should take about 14 minutes to complete. *If needed:* If now is not a convenient time, can you let me know a better time so I can call back? *If needed:* Your responses to the survey will be confidential.

Section 2: Quality of Life
To begin, I'd like to ask you a few questions about what it is like to live in Cypress.

Q1	How long have you lived in the City of Cypress?	
1	Less than 1 year	2%
2	1 to 4 years	19%
3	5 to 9 years	17%
4	10 to 14 years	10%
5	15 years or longer	51%
99	Prefer not to answer	0%

Q2 How would you rate: _____? Would you say it is excellent, good, fair, poor or very poor?

	Randomize A-D, always ask E last	Excellent	Good	Fair	Poor	Very Poor	Not Sure	Prefer not to answer
A	Cypress as a place to live	46%	47%	7%	1%	0%	0%	0%
B	Cypress as a place to raise a family	49%	42%	6%	1%	0%	2%	0%
C	Cypress as a place to retire	28%	41%	17%	6%	1%	7%	0%
D	Cypress as a place to work	21%	31%	14%	4%	1%	27%	2%
E	The overall quality of life in Cypress	39%	51%	8%	1%	1%	0%	0%

Copyright © 2022 True North Research, Inc.

Q3	What do you like most about Cypress that the city government should make sure to preserve in the future? Verbatim responses recorded and later grouped into categories shown below.	
	Public safety, low crime rate	21%
	Parks, recreation areas	19%
	Not sure / Cannot think of anything specific	18%
	Clean, well-maintained, landscaping, trees	14%
	Good schools	10%
	Police, fire department	9%
	Open space areas, nature preserves	8%
	Quiet, friendly town, family oriented	8%
	Community activities, events	5%
	Small town atmosphere	5%
	Infrastructure, streets, sidewalks	3%
	Restaurants, shopping opportunities, small business	3%
	Minimal traffic congestion	2%
	Everything, keep it as it is	2%
Q4	If the city government could change one thing to make Cypress a better place to live, what change would you like to see? Verbatim responses recorded and later grouped into categories shown below. Categories mentioned by at least 2% of respondents shown.	
	Not sure / Cannot think of anything	17%
	No changes needed / Everything is okay	15%
	Limit growth, development	8%
	Address homeless issues	8%
	Maintain, add park and recreation facilities	7%
	Improve public safety	6%
	Affordable houses	5%
	Improve government, communication	5%
	Improve shopping, dining opportunities	4%
	Reduce traffic congestion	3%
	Clean, beautify public spaces	3%
	Provide more events, entertainment for different ages	3%
	Provide more police presence	3%
	Improve, maintain landscaping	2%
	Improve, maintain infrastructure, roads, streets	2%
	Reduce taxes, fees	2%

	Enforce traffic laws	2%
	Improve economy, jobs, business	2%
	Improve city planning, development	2%

Section 3: City Services

Next, I would like to ask a series of questions about services provided by the City of Cypress.

Q5	Generally speaking, are you satisfied or dissatisfied with the job the City of Cypress is doing to provide city services? *Get answer, then ask:* Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?		
	1	Very satisfied	34%
	2	Somewhat satisfied	50%
	3	Somewhat dissatisfied	10%
	4	Very dissatisfied	3%
	98	Not sure	3%
	99	Prefer not to answer	0%

Q6 For each of the services I read, please tell me whether the service is extremely important to you, very important, somewhat important, or not at all important.

	Randomize.	Extremely Important	Very Important	Somewhat Important	Not at all Important	Not sure	Prefer not to answer
A	Providing police and crime prevention services	65%	27%	6%	1%	0%	0%
B	Providing fire protection and emergency medical services	65%	30%	4%	0%	0%	0%
C	Providing services to seniors	35%	43%	20%	2%	1%	0%
D	Managing traffic congestion in the city	42%	37%	18%	3%	0%	0%
E	Maintaining city streets and roads	55%	38%	7%	1%	0%	0%
F	Managing growth and development	40%	38%	18%	3%	1%	0%
G	Providing recreation programs for all ages	34%	37%	25%	3%	1%	0%
H	Maintaining parks and recreation areas	49%	42%	8%	1%	0%	0%
I	Providing cultural and performing arts	22%	32%	34%	12%	1%	0%
J	Promoting economic development for a healthy business community	34%	42%	21%	3%	0%	0%
K	Keeping public buildings and facilities clean and attractive	46%	39%	15%	1%	0%	0%
L	Holding special community events like summer concerts in the park and holiday celebrations	23%	32%	35%	9%	0%	0%
M	Addressing homelessness	55%	32%	11%	2%	1%	0%
N	Maintaining the City's financial stability	55%	34%	9%	1%	1%	0%

Q7	For the same list of services I just read, I'd like you to tell me how satisfied you are with the job the City is doing to provide the service. Are you satisfied or dissatisfied with the City's efforts to: _____, or do you not have an opinion? *Get answer. If 'satisfied' or 'dissatisfied', then ask*: Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?						
	Randomize	Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied	Not sure	Prefer not to answer
A	Provide police and crime prevention services	46%	39%	7%	3%	4%	1%
B	Provide fire protection and emergency medical services	58%	33%	1%	0%	7%	0%
C	Provide services to seniors	31%	40%	5%	1%	21%	2%
D	Manage traffic congestion in the city	32%	47%	12%	4%	3%	2%
E	Maintain city streets and roads	46%	42%	7%	2%	1%	1%
F	Manage growth and development	25%	45%	13%	5%	11%	1%
G	Provide recreation programs for all ages	33%	46%	8%	2%	10%	1%
H	Maintain parks and recreation areas	43%	47%	6%	3%	1%	0%
I	Provide cultural and performing arts	25%	45%	12%	2%	15%	2%
J	Promote economic development for a healthy business community	24%	46%	7%	3%	18%	2%
K	Keep public buildings and facilities clean and attractive	43%	46%	6%	1%	3%	0%
L	Hold special community events like summer concerts in the park and holiday celebrations	37%	44%	8%	1%	9%	2%
M	Address homelessness	21%	34%	24%	12%	9%	1%
N	Maintain the City's financial stability	28%	44%	7%	2%	18%	1%

Q8	Overall, how **safe** is the City of Cypress as a place to live? Would you say it is very safe, somewhat safe, somewhat unsafe, or very unsafe?		
	1	Very safe	50%
	2	Somewhat safe	45%
	3	Somewhat unsafe	4%
	4	Very unsafe	1%
	99	Prefer not to answer	0%

Section 4: Priorities							
The City of Cypress has limited financial resources to provide local services and projects desired by residents. Because it can't fund *every* service and project, the City must set priorities.							
Q9	As I read each of the following items, please indicate whether you think the City should make the item a high priority, a medium priority, or a low priority for future city spending. If you feel the City should not spend any money on this item, just say so. Please keep in mind that not all of the items can be high priorities. Here is the (first/next) one: _____. Should this item be a high, medium or low priority for the City – or should the City not spend any money on this item?						
	Randomize	High Priority	Medium Priority	Low Priority	Should not spend money	Not Sure	Prefer not to answer
A	Make more resources and City services available online for residents	28%	42%	23%	5%	2%	0%
B	Refurbish and improve the amenities at existing community parks	33%	47%	17%	3%	1%	0%
C	Maintain streets and roads in good condition	66%	28%	5%	1%	0%	0%
D	Provide incentives to attract new employers and jobs to the City	36%	36%	20%	6%	2%	0%
E	Work with property owners to revitalize older, outdated commercial centers	32%	44%	19%	4%	1%	0%
F	Attract more entertainment options to Cypress for families, kids, and adults	22%	38%	28%	11%	1%	0%
If Q9F=1, ask Q10.							
Q10	You indicated that attracting more entertainment options to Cypress for families, kids, and adults should be a high priority. Do you have any *specific* entertainment options that you'd like available in the City of Cypress? *If yes, ask:* Please briefly describe them to me. Verbatim responses recorded and later grouped into categories shown below.						
	Not sure / Cannot think of anything specific	29%					
	Concerts, events, plays	17%					
	Movie theater, cinemas	14%					
	Downtown area with shops, cafes, entertainment	13%					
	Multi-cultural events, festivals	9%					
	Large community park for all ages	8%					
	Entertainment fun center	6%					
	Trampoline, amusement parks	5%					
	Movies at the park	5%					
	Bowling alley, arcades	4%					
	Community theater	3%					
	Public swimming pool, aquatics	3%					

	Arts, crafts center	3%
	Nightlife, clubs	3%
	Restaurants, high-end dining	2%
	Dog park	2%

Section 5: Communication			
Q11	What information sources do you primarily use to find out about City of Cypress news, information and programming? *Don't read list. Record up to first 4 responses.* *If mentions **social media**, Facebook, Twitter, Instagram, etc., ask:* Would that be the City's social media, non-city sources, or both?		
City Sources			
	1	City Newsletter/*The Progress*	39%
	2	Senior Newsletter/*Along the Way*	5%
	3	Cypress Central smart phone app	7%
	4	City's website	32%
	5	Email notification from City	19%
	6	*Minute with the Mayor* videos	1%
	7	Letters or postcards from the City mailed to home	9%
	8	Flyers or brochures (displayed at public facilities)	19%
	9	Street banners	17%
	10	City Council Meetings	4%
	11	City's Facebook	19%
	12	City's Instagram	6%
	13	City's Twitter	1%
	14	Cable Channel 36	2%
Other Sources			
	15	Social Media (not a City source)	19%
	16	Internet/websites (not City's site)	12%
	17	Local newspapers (print or online)	13%
	18	Radio	1%
	19	Television (general)	2%
	20	Community events	5%
	21	Friends/Family/Associates	18%
	22	Other	2%
	23	Do Not Receive Information about City	4%
	98	Not sure	2%
	99	Prefer not to answer	1%

If Q11=17, ask Q12. Otherwise skip to Q13.			
Q12	Which local newspaper do you read most often? Verbatim responses recorded and later grouped into categories shown below.		
	Event-News Enterprise		29%
	The Orange County Register		27%
	Not sure, depends, read multiple		20%
	Prefer not to answer		15%
	LA Times		4%
	Cypress Newsletter		4%
	Orange County Breeze		3%
Q13	Overall, are you satisfied or dissatisfied with the City's efforts to communicate with residents through newsletters, the Internet, local media, and other means? *Get answer, then ask:* Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?		
	1	Very satisfied	22%
	2	Somewhat satisfied	47%
	3	Somewhat dissatisfied	16%
	4	Very dissatisfied	6%
	98	Not sure	8%
	99	Prefer not to answer	1%
Q14	Do you have any suggestions for how the City could improve the way it communicates with you? *If yes, ask:* Please describe your suggested improvement. Verbatim responses recorded and later grouped into categories shown below.		
	No suggestions		56%
	More emails		8%
	More newsletters, deliver to everyone weekly, bi-weekly		5%
	More flyers, brochures		5%
	More social media		5%
	Increase frequency, details of outreach in general		4%
	More postal mail		3%
	Improve City website		3%
	More Town Hall meetings, open door meetings		2%
	Improve City's mobile app		2%
	Send text message alerts		2%
	More community events		1%
	Not aware of City's communication efforts, sources		1%

Q15	Is there a particular topic or issue that you'd like to receive more information about from the City?			
	1	Yes	31%	*Ask Q16*
	2	No	63%	*Skip to Q17*
	99	Prefer not to answer	6%	*Skip to Q17*
Q16	Please briefly describe the topic. Verbatim responses recorded and later grouped into categories shown below.			
	Information about community events, activities		15%	
	Future planning, developments, zoning		15%	
	Safety, crime activity, reports, solutions		14%	
	City Council agenda, minutes		14%	
	Trash, recycling, waste management		9%	
	City budgeting, allocation of funds		8%	
	Homeless issues in general		7%	
	Roadwork, construction, traffic control		5%	
	Property, short-term rental guide, resources		4%	
	Street cleaning, landscaping, maintenance		3%	
	Volunteer opportunities		3%	
	Senior programs, activities, resources		3%	
	Animal, pest control		2%	
	School information, issues		2%	
	Not sure / Cannot think of anything specific		2%	
Q17	In the past 12 months, have you visited the City's website or received communications from the City?			
	1	Yes	65%	
	2	No	29%	
	98	Not sure	5%	
	99	Prefer not to answer	0%	

Q18	As I read the following ways that the City can communicate with residents, I'd like to know if you think they would be a very effective, somewhat effective, or not at all effective way for the City to communicate with you.				
	Randomize	Very	Some-what	Not at all	Not sure / Prefer not to answer
A	Email & Electronic Newsletters	54%	34%	7%	5%
B	Social Media sites such as Facebook, Twitter and Instagram	40%	33%	17%	10%
C	The Cypress Central mobile app, which allows you to communicate with the City, report issues, and receive updates	37%	33%	15%	15%
D	City website	38%	45%	11%	6%
E	Materials mailed directly to your house	55%	33%	8%	3%
F	Advertisements in local papers	12%	33%	44%	11%
G	Text messages	42%	30%	19%	9%
H	Town-hall style meetings	17%	43%	26%	13%
I	Channel 36 – Government Access Channel	8%	22%	50%	20%

Q19	How much attention do you pay to the issues, decisions and activities of your city government? Would you say that you are very attentive, somewhat attentive, slightly attentive, or not at all attentive?		
	1	Very attentive	18%
	2	Somewhat attentive	44%
	3	Slightly attentive	29%
	4	Not at all attentive	8%
	98	Not sure	1%
	99	Prefer not to answer	1%

Section 6: Background & Demographics

Thank you so much for your participation. I have just a few background questions for statistical purposes.

D1	In what year were you born? Year recoded into age groups shown below.	
	18 to 24	10%
	25 to 34	14%
	35 to 44	19%
	45 to 54	19%
	55 to 64	16%
	65 or older	18%
	Prefer not to answer	4%

D2	Do you own or rent your residence in Cypress?			
	1	Own	65%	
	2	Rent	29%	
	99	Prefer not to answer	6%	
D3	Which of the following best describes your employment status? Would you say you are employed full-time, part-time, self-employed, a student, a homemaker, retired, or are you in-between jobs right now?			
	1	Employed full-time	49%	*Ask D4*
	2	Employed part-time	7%	*Ask D4*
	3	Self-employed	9%	*Ask D4*
	4	Student	6%	*Skip to D6*
	5	Homemaker	3%	*Skip to D6*
	6	Retired	22%	*Skip to D6*
	7	In-between jobs	2%	*Skip to D6*
	99	Prefer not to answer	2%	*Skip to D6*
D4	Are you currently working from home, commuting to a workplace outside of your home, or a mixture of both?			
	1	Working from home	18%	
	2	Commuting to a workplace outside home	53%	
	3	Mixture of both	28%	
	99	Prefer not to answer	1%	
D5	When you commute to a workplace outside of your home, approximately how many miles is your commute, **one-way**?			
	Less than 5		20%	
	5 to 9		9%	
	10 to 14		17%	
	15 to 19		16%	
	20 to 29		22%	
	30 to 39		10%	
	40 or more		5%	
	Prefer not to answer		1%	

D6	What is your gender?		
	1	Male	47%
	2	Female	51%
	3	Other	<1%
	99	Prefer not to answer	2%
D7	What ethnic group do you consider yourself a part of or feel closest to*? Read list if respondent hesitates*		
	1	African-American/Black	4%
	2	American Indian or Alaskan Native	<1%
	3	**Asian** -- Korean, Japanese, Chinese, Vietnamese, Indian, Filipino or other Asian	34%
	4	Caucasian/White	38%
	5	Latino/Hispanic	19%
	6	Middle Eastern	2%
	7	Pacific Islander	1%
	8	Mixed Heritage	1%
	98	Other	<1%
	99	Prefer not to answer	2%
Thanks so much for participating in this important survey! This survey was conducted for the City of Cypress.			

Post-Interview & Sample Items		
S1	Survey Language	
	English	90%
	Spanish	4%
	Korean	6%

True North Research, Inc. © 2022

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **21.**

FROM: Paulo Morales, Mayor

DATE: 06/27/2022

SUBJECT: **Adopt a Resolution Censuring Council Member Marquez for Violating the Laws of the State of California by Failing to Respond to Public Records Act Requests, Failing to Respond to Public Records Act Requests in a Timely Manner, and Disclosing Confidential Information from Closed City Council Session(s); Violating the Charter; Violating the Code of Ethics; and Violating the Civility, Conduct and Governance Policy**

RECOMMENDATION

Adopt a Resolution censuring Council Member Marquez for violating the laws of the State of California by failing to respond to Public Records Act requests, failing to respond to Public Records Act requests in a timely manner, and disclosing confidential information from closed City Council Session(s); violating the Charter; violating the Code of Ethics; and violating the Civility, Conduct and Governance Policy.

DISCUSSION

At its June 10 special meeting, the City Council placed the attached Resolution of Censure on its June 27 agenda. The Resolution has been modified for formatting, typographical corrections and to update the status of Council Member Marquez's response to the Public Records Act requests.

On June 17, the City Clerk provided Council Member Marquez with a list of outstanding issues related to the Fortis, LLP and Californians Aware Public Records Act requests and asked Council Member Marquez to address deficiencies in her previous Public Records Act responses no later than June 23. Council Member Marquez submitted additional information on June 23. The city's special legal counsel reviewed Council Member Marquez's supplemental submittal and deems it still incomplete.

Censure is an official City Council reprimand of a Council Member. Censure is disciplinary in nature and requires the City Council adopt a resolution setting forth the Council Member's speech, actions or behavior, that violates the law and/or City Council policy. The Municipal Code includes the process for the City Council to consider a resolution of censure, the fine for

censure, revocation of special privileges arising from a censure, and the potential for a Council Member to be removed from a meeting at which they are censured.

Resolution of Censure

A resolution of censure may be approved by a majority of the City Council and may contain the penalties described below. Upon a motion to approve a resolution of censure, all Council Members present shall immediately vote on the motion and state whether they agree that the identified speech, actions, or behavior constitutes a violation of the adopted rules of decorum or the Civility, Conduct and Governance policy and justifies a vote of censure. If a majority of the Council Members present a vote for censure, then that vote shall be duly noted by the City Clerk and the subject of that vote shall have two minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal, any Council Member shall be entitled to make a motion to overturn the vote of censure. If such motion is approved by a majority vote of those Council Members present, then the City Clerk shall remove such censure from the record. Motions to overturn a vote of censure may only be made at the meeting at which the vote of censure was made. There is no other administrative remedy to a vote of censure other than the two-minute rebuttal. If not so overturned, the resolution of censure shall be adopted.

Fines for Censure

Any Council Member who is censured by the City Council shall be subject to a $100 fine per censure. Such fine(s) shall be paid to the City Clerk within 30 days of the date imposed. Failure to pay such fine(s) within 60 days shall give rise to a civil action by the City for collection, or shall be deducted or offset from the Council Member's compensation or per diem entitlements.

Revocation of Special Privileges

Any Council Member who is censured by the City Council shall be subject to revocation of his/her committee assignments, regional boards and commissions, and community-generated board/committee appointments; suspension of official travel, conference participation, access to a City credit card, City Council salary, stipends and benefits, and ceremonial titles.

Removal

Any Council Member who is censured by a majority of the City Council during a Council meeting, in addition to the attendant fines, shall also be subject to a vote, upon motion by any Council Member, by a majority of the City Council present, to remove such offender from the Council meeting. If a majority of the City Council votes for removal, then the subject of that vote shall have two minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal any Council Member shall be entitled to make a motion to overturn the vote to remove. If such motion is approved by a majority vote of those Council Members present, then the City Clerk shall remove such vote from the record. If the vote to remove is not overturned, then such vote shall remain part of the administrative record and resolution of censure. Motions to overturn a vote of removal may only be made at the meeting at which the vote of removal was made.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed the attached Resolution of Censure.

APPROVED BY:

Attachments

Resolution of Censure - Council Member Marquez

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, CENSURING COUNCIL MEMBER FRANCES MARQUEZ FOR FAILING TO RESPOND TO PUBLIC RECORDS ACT REQUESTS, FAILING TO RESPOND TO PUBLIC RECORDS ACT REQUESTS IN A TIMELY MANNER; DISCLOSING CONFIDENTIAL INFORMATION FROM CLOSED CITY COUNCIL SESSION(S); VIOLATING THE CHARTER; VIOLATING THE CODE OF ETHICS; AND VIOLATING THE CIVILITY, CONDUCT AND GOVERNANCE POLICY

WHEREAS, it is the duty of all Council Members to act in the public's interest; respect good governance processes; and perform their duties professionally and ethically; and

WHEREAS, the laws of the State of California, the City of Cypress Charter, the Code of Ethics, and the City Council's Civility, Conduct and Governance Policy establish legal and other obligations on Council Members' behavior, conduct, and compliance with requests and direction from City management; and

WHEREAS, Council Member Marquez has repeatedly and intentionally violated laws of the State of California, the City of Cypress Charter, the Code of Ethics, and the City Council's Civility, Conduct and Governance Policy; and

WHEREAS, from November 2020 through the first quarter of 2021, Council Member Marquez repeatedly interfered with the City Manager's selection of a department director by insisting in being included in the selection process and pressured the City Attorney to intervene in the selection process on her behalf; and

WHEREAS, this is a direct violation of the Charter requirement that, "Neither the Council or any of its members shall interfere with the execution by the City Manager of his powers and duties, or order, directly or indirectly, the appointment by the City Manager or by any of the departmental officers in the administrative service of the City, of any person to an office or employment or his removal therefrom"; and

WHEREAS, the Charter also requires that the City Manager shall, "Appoint and remove administrative officers, except those appointed by the Council, and when he deems it necessary for the good of the service suspend or remove any employee"; and

WHEREAS, on November 15, 2021, in a meeting with a department director, Council Member Marquez made the director feel pressure to retire and told the director which City employee to appoint to fill the vacancy arising from the director's retirement; and

WHEREAS, this is a direct violation of the Charter requirement that, “Neither the Council or any of its members shall interfere with the execution by the City Manager of his powers and duties, or order, directly or indirectly, the appointment by the City Manager or by any of the departmental officers in the administrative service of the City, of any person to an office or employment or his removal therefrom”; and

WHEREAS, on January 4, 2022, Council Member Marquez directly engaged with a consultant regarding the California Voting Rights Act/Election System community forum presentation.

WHEREAS, Council Member Marquez contacted the consultant despite clear direction from the City Council at its December 27, 2021 meeting that all input regarding the presentation was due directly to the City Manager and was to be provided no later than January 3, 2022; and

WHEREAS, on January 10, 2022, Council Member Marquez revealed information from a closed City Council session in violation of the Brown Act; and

WHEREAS, on January 13, 2022, Council Member Marquez made complaints to the Human Resources Administrator against Council Members and the City Manager; threatened a civil rights lawsuit against the City Council for racial discrimination; and made a verbal complaint of harassment against other Council Members; and

WHEREAS, this is a direct violation of the Charter requirement that, “the Council and its members shall deal with the administrative service under the City Manager solely through the City Manager”; and

WHEREAS, Council Member Marquez violated the Charter when she made her complaint to an administrator-level position rather than the City Manager or City Attorney; and

WHEREAS, the Charter requires that, “Neither the Council or any of its members shall interfere with the execution by the City Manager of his powers and duties, or order…”; and

WHEREAS, Council Member Marquez violated the Charter when she complained to a City employee about the City Manager; and

WHEREAS, Council Member Marquez violated the City Council’s longstanding commitment to conduct City Council business through the City Manager or department directors; and

WHEREAS, Council Member Marquez violated the City Council's commitment to address the City Manager's performance directly with him and likely violated the employment agreement between the City and City Manager; and

WHEREAS, the City Council has received training, and been advised by the City Manager and City Attorney that filing any verbal or written complaint to the Human Resources Division is not a right Council Members have per the City of Cypress Personnel Rules and Regulations; and

WHEREAS, on January 26, 2022 these Charter and other procedural violations forced the City Manager to protect the City, the Charter, and ensure the proper administration of all affairs of the City by requiring that Council Member Marquez conduct all City Council business exclusively and directly through the City Manager; and

WHEREAS, Council Member Marquez has repeatedly violated the January 26, 2022 requirements that she conduct all City Council business exclusively and directly through the City Manager; and

WHEREAS, the City Council adopted the City of Cypress Civility, Conduct and Governance Policy on February 28, 2022 to promote mutual respect, civility, and orderly conduct among elected and appointed City officials, City staff, and our community; and

WHEREAS, the City Council required Council Members to sign the Civility, Conduct and Governance Policy by March 8, 2022; and

WHEREAS Mayor Morales, Mayor Pro-Tem Hertz-Mallari, Council Member Minikus and Council Member Peat signed the Civility, Conduct and Governance Policy by March 8, 2022; and

WHEREAS, Council Member Marquez failed to sign the Civility, Conduct and Governance Policy by March 8, 2022; and

WHEREAS, Council Member Marquez signed the Civility, Conduct and Governance Policy on March 28, 2022 after Mayor Pro-Tem Hertz-Mallari placed an item on the City Council agenda to "Issue Direction to Correct to Council Member Marquez for refusing to sign the Civility, Conduct and Governance Policy and Code of Ethics as required by City Council action at its February 28, 2022 regular meeting"; and

WHEREAS, Council Member Marquez has consistently failed to follow Code of Ethics and Civility, Conduct and Governance Policy protocols, especially those requiring Council Members to treat City staff professionally; prepare for and engage in meetings; preserve order and decorum during meetings; keep comments clear, concise, and on-topic; alert the City Manager or City Attorney in advance when asking questions about an

agenda item; speak directly to the City Manager in a timely manner about concerns about City operations, City staff analyses, or City staff performance; and support a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City; and

WHEREAS, the City Clerk has received three requests for records under California's Public Records Act. One each from Keep Cypress United, Fortis, LLP, and Californians Aware; and

WHEREAS, on March 29, 2022, Council Member Marquez was asked to provide records in response to the Keep Cypress United request by April 5, 2022; and

WHEREAS, Council Member Marquez failed to meet the April 5, 2022 deadline and did not complete her response until April 11, 2022; and

WHEREAS, on May 9, 2022, Council Member Marquez, was asked to provide records in response to the Fortis, LLP request by June 3, 2022; and

WHEREAS, Council Member Marquez has failed to provide a complete response to the request; and

WHEREAS, on May 20, 2022, Fortis, LLP challenged the appropriateness of the City's response to its request, presented a series of questions to the City and Council Member Marquez, and threatened legal action if records for which Council Member Marquez asserted attorney-client privilege with her personal legal counsel were not produced; and

WHEREAS, on May 22, 2022, the City Attorney referred the questions from Fortis, LLP to Council Member Marquez and her separate attorney; and

WHEREAS, Council Member Marquez has failed to provide a complete response to Fortis, LLP; and

WHEREAS, on May 31, 2022, Council Members, including Council Member Marquez, were asked to provide records in response to the Californians Aware request by June 6, 2022; and

WHEREAS, Mayor Morales, Mayor Pro-Tem Hertz Mallari, Council Member Minikus and Council Member Peat responded to the request by June 6, 2022; and

WHEREAS, Council Member Marquez has failed to provide a complete response to the request; and

WHEREAS, Council Member Marquez has repeatedly failed to communicate in a timely manner with City management about the Public Records Act requests; failed to provide timely responses to the Public Records Act requests; and failed to earnestly comply with the Public Records Act requests; and

WHEREAS, Council Member Marquez's failure to respond (or respond timely) to the requests, as required by the Public Records Act, exposes the City to litigation; damages its reputation; wastes valuable City resources; and violates State law, the Charter, the Code of Ethics, and the Civility, Conduct and Governance Policy; and

WHEREAS, records discovered and provided in response to the Public Record Act requests include communications between Council Member Marquez and third parties that disparage other Council Members; include racist language; and otherwise demonstrate that Council Member Marquez has violated the City's Code of Ethics' requirements that Council Members' professional and personal conduct must be above reproach and should avoid even the appearance of impropriety; and that Council Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, City staff or public; and

WHEREAS, Council Members have spoken to Council Member Marquez informally on multiple occasions to try to resolve concerns regarding her misconduct; and

WHEREAS, on January 6, 2022, Mayor Morales and the City Attorney met with Council Member Marquez for approximately two hours to resolve concerns regarding her misconduct;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. The City Council finds that Council Member Marquez has repeatedly and intentionally violated the Public Records Act, the Charter, the Code of Ethics, and the Civility, Conduct and Governance Policy.

Section 3. The City Council formally censures Council Member Marquez for the reasons stated herein.

Section 4. This Resolution shall be effective on upon its adoption. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ORDERED by the City Council of the City of Cypress, California at a regular meeting held on ___ day of June, 2022.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the ___ day of June, 2022, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS