



# AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: April 1, 2014

**Approvals:**

City Manager PS  
Dept. Head WEC  
Attorney JG  
Finance JW

**Department:** Public Works/ Planning  
**Prepared By:** William E. Cameron, Director/City Engineer  
Amber Gregg, Associate Planner

**Subject:** **CONDITIONAL USE PERMIT 13-478 AND MINOR CULTURAL HERITAGE PERMIT 14-004  
NORTH BEACH/EL CAMINO REAL BEACH PARKING LOT, CITY PROJECT NO. 13813**

**Fiscal Impact:** Yes. Project Design Costs of \$150,000 are already budgeted in the Public Facilities Construction Fee Fund (Beach Parking Reserve). A supplemental appropriation of \$835,000 is being requested in The Developers Improvement Fund (Commercial Improvements), from funds received through the Talega Development Agreement, in order to provide an advance of \$835,000 to fund the final design and construction of the beach parking lot.

**Summary:** This agenda report covers two separate actions: 1) consideration of appropriation of funds, and 2) approval of the discretionary permits.

With the judgment in the Walker vs. the City of San Clemente lawsuit (Beach Parking Fee), there are decisions the City Council needs to make with regards to the North Beach/El Camino Real beach parking lot. The first is whether the City Council wants to continue with the design and construction of the project. If so, a decision needs to be made on the funding source. If the City Council appeals the decision and wins, the Public Facilities Construction Fee Fund (Beach Parking Reserve) could be used to complete the North Beach/El Camino Real beach parking lot. For project continuity, staff recommends advancing funds from the Developers Improvement Fund (Commercial Improvements), from funds which were received from the Talega Development Agreement, in order to continue the project. That agreement provided \$1,000,000 specifically for North Beach revitalization projects, such as, but not limited to, the North Beach Gateway and landscaping improvements and the Pico parking and safety improvements. Including accrued interest, the account has a current balance of \$1,230,000. The remaining estimated cost to complete the parking lot is \$835,000.

In addition to funding, the project requires City Council's approval of discretionary permits, Conditional Use Permit (CUP) 13-478 and Minor Cultural Heritage Permit (MCHP) 14-004. Planning Commission reviewed on January 22, 2014 and unanimously recommended approval to the City Council. Discretionary approval is required to apply for the California Coastal Commission Development Permits to construct the project.

**Background:** On August 20, 2013 the City Council authorized a budget of \$150,000 from the Public Facilities Construction Fee Fund (Beach Parking Reserve) and approved design contract for \$89,260 for Gable Engineering for preliminary design, regulatory permitting, and final design of the project. Attached is the Request for Proposal for design services (Attachment 7) and the Professional Services Agreement entered with Gable Engineering Inc. (Attachment 8).

The project's preliminary design was completed and reviewed by the Planning Commission on January 22, 2014. The Planning Commission recommends the City Council approve discretionary permits, CUP 13-478 and MCHP 14-004. The preliminary design is provided under Attachment 3. Prior to the Court's decision the City expended approximately \$55,000 of the \$150,000 budgeted for the project design from the Public Facilities Construction Fee Fund, leaving a remaining balance of \$95,000 unspent. Overall, the design phase is approximately 40% complete.

**Discussion:** Funding

At this time the estimated budget to complete the project design and construction is \$835,000, including \$95,000 for final construction plans and \$740,000 for construction.

The City Council can choose to move forward with the beach parking lot or delay the improvements. If the City Council chooses to move forward and complete the improvements, the project must be funded. The City Council can choose to loan money from the General Fund or Developer's Improvement Fund (Commercial Improvements.) A loan from the General Fund will adversely impact the City's appropriation funding on several other projects that are programmed within the fund. Therefore, funding is recommended to be provided from the Developers Improvement Fund (Commercial Improvements) as a loan to the Public Facilities Construction Fee Fund. Per the Talega Development Agreement, Section 4.1, the developer was required to pay a Community Enhancement Fee. The agreement specifically identifies that \$1,000,000 was to go towards the revitalization of North Beach. The Community Enhancement Fee was paid into the Developer's Improvement Fund, which has a balance of \$1,230,000 due to accrued interest.

Discretionary Permits

On January 22, 2014, Planning Commission reviewed, and unanimously recommended approval of the North Beach/El Camino Real beach parking lot. The Planning Commission included a condition of approval on the project to paint the striping of the parking lot green, as opposed to the standard white, as a test case. The Commission believed that the green would be more aesthetically pleasing.

Site Design

The parking lot proposes one vehicular access, which is located off Calle Deshecha, and four pedestrian access points, one at each corner of the property. Parking

spaces are proposed around the outside with the drive isle in the center. This design maximizes the number of parking spaces. An electric car station, pay station, and bike racks are also proposed. The drive isle will be interlocking pavers to match the sidewalks along EL Camino Real and the parking stalls will be asphalt. Along Calle Deshecha the sidewalks will be Ole Hanson tiles, the same tiles used for sidewalks throughout the adjacent parking lots.

The proposed landscape palette is drought tolerant with tree specimens that are used throughout the community. There are four Washingtonian palm trees proposed along El Camino Real to continue the street tree corridor. A mix of canopy trees is provided throughout the development and along Calle Deshecha. There are four canopy trees proposed in the center of the parking lot that will be protected by decorative tree guards and/or planter boxes.

### Architecture

There are several structural elements in the project, a pedestrian archway and a low wall along El Camino Real. Both structures will be treated with traditional Spanish Colonial Revival details, and help meet the goals and policies of the General Plan for projects located in the Architectural Overlay "to preserve and strengthen the pedestrian-orientation of the district and/or San Clemente's historic identity as a Spanish Village."

Staff recommends approval of CUP 13-478 and MCHP 14-004 as recommended by the Planning Commission with the exception of the use of green color for the striping. Engineering staff recommends the striping be white per City standard. This will blend with the adjacent North Beach parking lots that are currently striped in white. If City Council desires to change the existing North Beach parking to green striping to match the project, the transition will be costly.

### Next Steps

If the City Council approves the discretionary permits and appropriation of funding, staff will continue with final design, apply for the California Coastal Commission Development Permit, and obtain public construction bids. It is anticipated that the project construction bids will be obtained by early Fall 2014 for the City Council's review and award.

### **Recommended**

**Action:** Staff Recommends That the City Council:

1. Approve a supplemental appropriation in the amount of \$835,000 to account #037-867-45300 in the Developers Improvement Fund (Commercial Improvements). If Walker vs. the City of San Clemente lawsuit is appealed and the City is successful, the Public Facilities Construction Fee Fund (Beach Parking Reserve) will reimburse funds advanced for final design and construction.

2. Approve a Resolution No. \_\_\_\_\_ North Beach/El Camino Real Beach Parking Lot Project No. 13813, Conditional Use Permit 13-478 and Minor Cultu Heritage Permit 14-004, subject to the attached Findings and Conditions of Approval.

***Attachments:***

1. Resolution
2. Location Map
3. Preliminary Design
4. Planning Commission Staff Report, January 22, 2014
5. Planning Commission Minutes, January 22, 2014
6. Talega Development Agreement, Community Enhancement Fee Excerpt
7. Request for Proposal for design services
8. Professional Services Agreement with Gable Engineering Inc.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT 13-478 AND MINOR CULTURAL HERITAGE PERMIT 14-004, NORTH BEACH/EL CAMINO REAL, BEACH PARKING LOT, A REQUEST TO CONSIDER THE CONSTRUCTION OF A 33 SPACE BEACH PARKING LOT LOCATED AT 1832 NORTH EL CAMINO REAL

WHEREAS, on November 18, 2013, a complete application was submitted by The City Of San Clemente, 910 Calle Negocio, San Clemente, CA 92673, for Conditional Use Permit 13-478 and Minor Cultural Heritage Permit 14-004, a request to consider the design of a 33 space beach parking lot. The subject site is located in the Commercial zoning district (C-2) at 1832 N. El Camino Real. The site's legal description is Lot 5-8 of Tract 972, and Assessor's Parcel Number 057-192-04; and

WHEREAS, on August 20, 2013 the City Council authorized a budget of \$150,000 from the Public Facilities Construction Fee Fund and approved a design contract for \$89,260 for Gable Engineering for preliminary design, regulatory permitting, and final design of the North Beach/El Camino Real Beach Parking Lot; and

WHEREAS, staff previously determined that the project was exempt from CEQA as a Class 11 exemption pursuant to CEQA Guidelines Section 15311 because the project consists of the City constructing a small parking lot for beach parking, accessory to an institutional facility, parking provided for public recreation.

WHEREAS, a Notice of Exemption was filed with the Orange County Clerk-Recorder on August 23, 2013, and the noticed remained posted for a period of 30 days and no comments from the public were received; and

WHEREAS, on November 21, 2013, the City's Development Management Team reviewed the proposed project for compliance with the General Plan, Zoning Ordinance, and other applicable requirements; and

WHEREAS, on January 22, 2014, the Planning Commission held a duly noticed public hearing on the subject application and considered evidence presented by the City staff, the applicant, and other interested parties and unanimously recommended approval of the project to the City Council; and

WHEREAS, on April 1, 2014, the City Council held a duly noticed public hearing on the subject application and considered evidence presented by the City staff, the applicant, and other interested parties.

NOW, THEREFORE, the City Council of the City of San Clemente hereby resolves as follows:

Section 1: With regard to Conditional Use Permit 13-478, the City Council finds as follows:

- A. The proposed use, a beach parking lot, is permitted within the subject zone pursuant to the approval of a Conditional Use Permit and complies with all the applicable provisions of this title, the San Clemente General Plan and the purpose and intent of the zone in which the use is being proposed.
- B. The site is suitable for the type and intensity of use that is proposed in that the project complies with all development standards and was designed to minimize potential adverse impacts of the facilities operations.
- C. The proposed use will not be detrimental to the public health, safety or welfare, or materially injurious to properties and improvements in the vicinity in that the project must comply will all applicable codes including fire, engineering, Municipal and Building and Safety.
- D. The proposed use will not negatively impact surrounding land uses in that the proposed project will provide additional parking for current and future beach goers.

Section 2: With regard to Minor Cultural Heritage Permit 14-004, the City Council finds as follows:

- A. The architectural treatment of the project complies with the San Clemente General Plan in that the development will be in the Spanish Colonial Revival style and complies with site design and architectural elements of the City's Design Guidelines; and
- B. The architectural treatment and design elements of the project complies with the architectural guidelines in the City's Design Guidelines in that the building utilizes traditional architectural detail of Spanish Colonial style, such as single barrel tile roof, white stucco, recessed murals, decorative wrought iron, and incorporates basic principles of the specific architecture; and
- C. The general appearance of the proposal is in keeping with the character of the neighborhood in that the project will incorporate existing materials prevalent in the surrounding parking lots as well as architectural details utilized in the surrounding historic resources; and

- D. The proposal is not detrimental to the orderly and harmonious development of the City in that the proposed project is a permitted use within the subject zone and the proposed project is within the permitted development standards of the project site.
- E. The proposed project preserves and strengthens the pedestrian orientation of the district and San Clemente's historic identity as a Spanish Village in that the accessory structure is designed in a traditional Spanish Colonial Revival style and landscaping and architectural features are incorporated into the project in a way that is inviting and pleasant to pedestrians and offers benches and bike racks.

Section 3: The City Council of the City of San Clemente hereby approves CUP 13-478 and MCHP 14-004, North Beach/El Camino Real, Beach Parking Lot, subject to the above Findings attached hereto as Exhibit A.

Section 4: The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
 City Clerk of the City of  
 San Clemente, California

\_\_\_\_\_  
 Mayor of the City of  
 San Clemente, California

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) §  
CITY OF SAN CLEMENTE    )

I, JOANNE BAADE, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

Approved as to form:

\_\_\_\_\_  
City Attorney



Conditions of Approval  
North Beach, Beach Parking Lot  
CUP 13-478 and MCHP 14-004

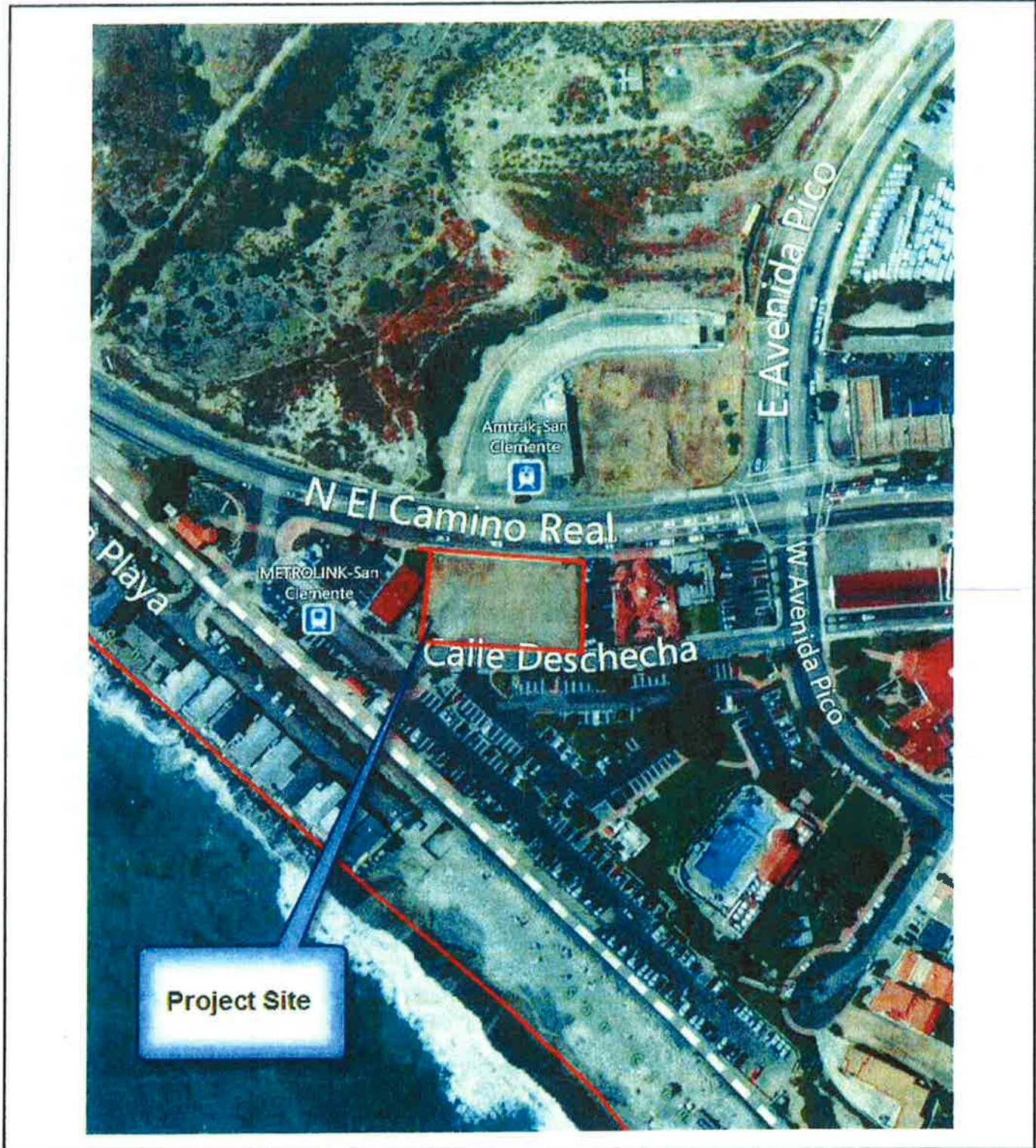
Spanish Style Architecture

1. Prior to issuance of building permits, the owner or designee shall submit for review and obtain approval of the City Planner or designee for plans indicating the following:  
(PIng.)\_\_\_\_\_
  - A. Two-piece clay tile roofing shall be used with booster tiles on the edges and ridges and random mortar packing. The mortar shall be packed on 100 percent of the tiles in the first two rows of tiles and along any rake and ridgeline, and shall be packed on 25 percent of the tiles on the remaining field. Mortar packing shall serve as bird stops at the roof edges. The volume of mortar pack to achieve the appropriate thickness shall be equivalent to a six inch diameter sphere of mortar applied to each tile.  
*[Citation – City of San Clemente Design Guidelines, November 1991]*
  - B. Stucco walls with a 'steel, hand trowel' (no machine application), smooth Mission finish and slight undulations (applied during brown coat) and bull-nosed corners and edges, including archways (applied during lathe), with no control/expansion joints. *[Citation – City of San Clemente Design Guidelines, November 1991]*
2. Accessory structures, such as the pay station and kiosk, shall be reviewed and approved by the City Planner prior to installation. ■(PIng.)\_\_\_\_\_
3. The tile murals shall be reviewed and approved by the City Planner prior to installation. ■(PIng.)\_\_\_\_\_
4. ~~The parking lot striping shall be green instead of the standards white for a temporary time period determined by the City Engineer. If after the trial period the green striping is determined to be not appropriate by the City Engineer, then the striping may be returned to white. ■■(PIng Commission)\_\_\_\_\_~~  
*(Added by the Planning Commission at the January 22, 1014 public hearing)*

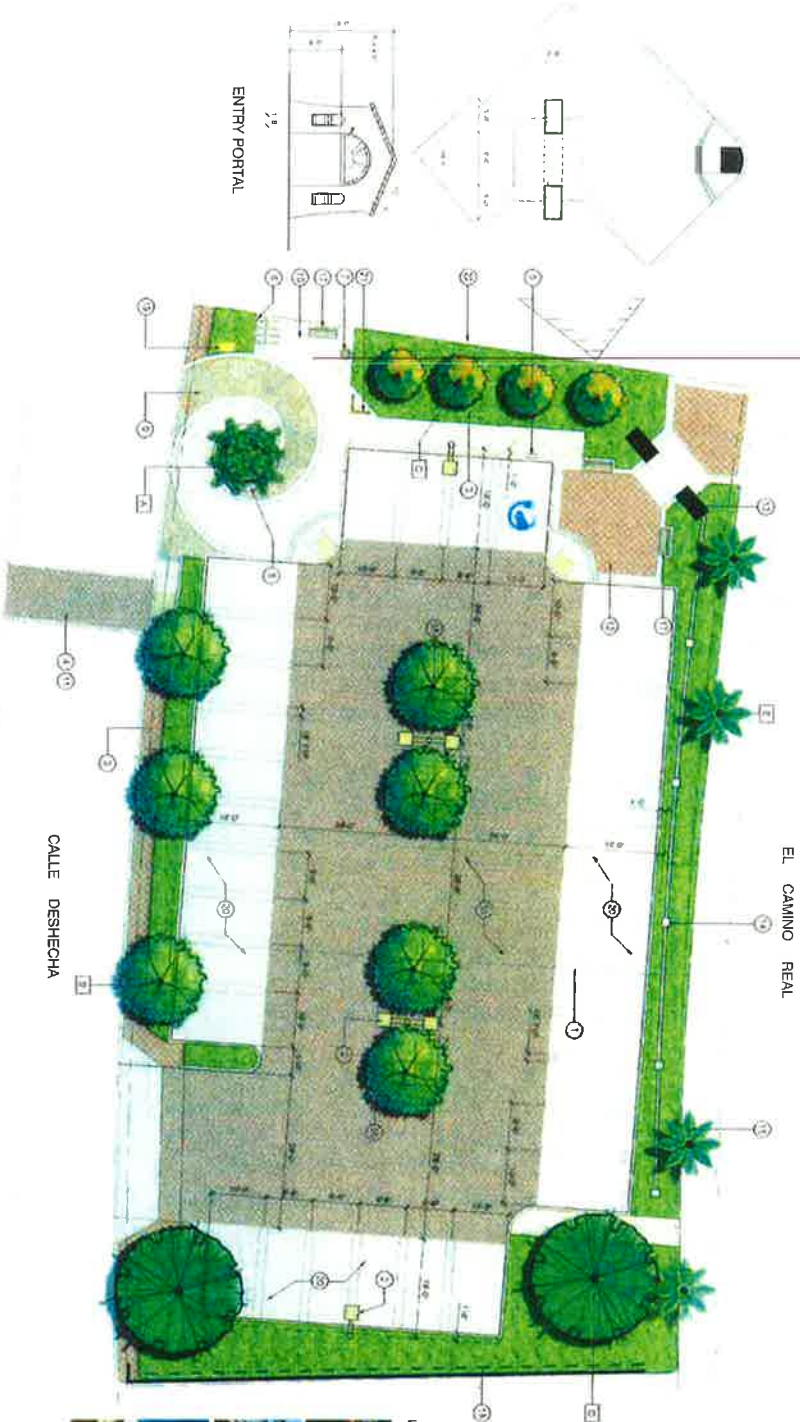
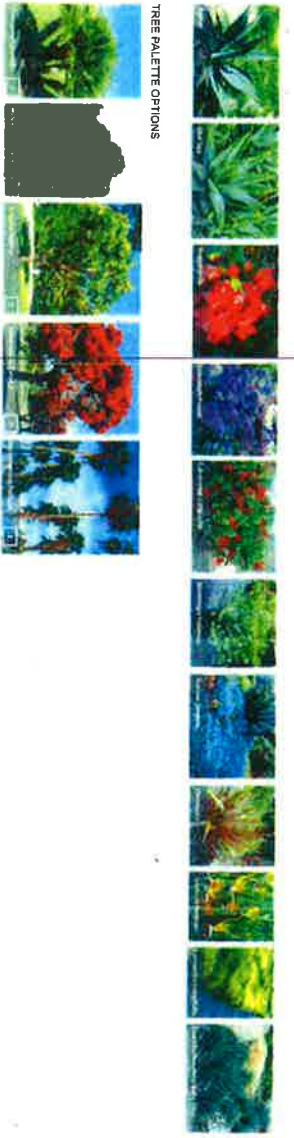


# LOCATION MAP

CUP 13-478/MCHP 14-004, North Beach, Beach Parking Lot  
1832 North El Camino Real

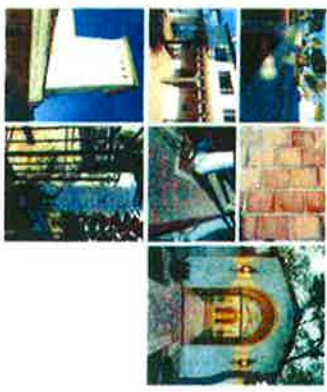


No scale 



- 1 SEQOIA / OSHECHA CANADA CHANNEL
- 2 EASSEMBLY
- 3 PARKING LOT LIGHT STANDARDS
- 4 ALTERNATIVE BIOSWALE PLANTER / MODULAR WETLAND
- 5 ADA ACCESS WALK
- 6 ELECTRIC CHARGING STATION
- 7 BIKE RACK
- 8 TRASH RECEPTACLE
- 9 ACCENT SEATWALL PLANTER
- 10 ACCENT PAVING STONE PAVING (I.E. BEACH TRAIL ENTRY)
- 11 SAND FINISH CONCRETE PAVING
- 12 COLORED CONCRETE UNIT PAVERS
- 13 12X12 TERRA COTTA PAVERS
- 14 ENTRY PORTAL (SEE LEFT)
- 15 2" x 4" WOODEN WALKWAY WITH 4" x 4" W/ BRICK OR STUCCO BUILDUP CAP
- 16 PARKWAY PLANTERS TO MIMIC EXISTING
- 17 MINIMAL 4' SQUARE TREE PLANTER W/ 4' CURB
- 18 BENCH
- 19 CABLE RAIL BARRIER SERVICE OR OTHER
- 20 PAV STATION
- 21 ASPHALT PARKING STALLS
- 22 POTENTIAL MOBILE LOCATION

NOTE: IN ADDITION TO AREA LIGHT STANDARDS INCORPORATED



Conceptual Landscape Plan  
 NORTH BEACH / EL CAMINO REAL PARKING LOT  
 CITY OF SAN CLEMENTE





## STAFF REPORT SAN CLEMENTE PLANNING COMMISSION

Date: January 22, 2014

---

**PLANNER:** Amber Gregg, Associate Planner

**SUBJECT:** Conditional Use Permit 13-478/Minor Cultural Heritage Permit 14-004, North Beach, Beach Parking Lot, a request to consider a 33 space beach parking lot and associated accessory structures located at 1832 North El Camino Real within the Commercial (C-2-CZ) zoning district. The legal description is Lots 4-8, of Tract 972, and Assessor's Parcel Number 057-192-04.

### REQUIRED FINDINGS

Prior to approval of the proposed project, the following findings shall be made. The draft Resolution (Attachment 1) and analysis section of this report provide an assessment of the project's compliance with these findings.

#### ***Conditional Use Permit, Section 17.16.060***

- a. The proposed use is permitted within the subject zone pursuant to the approval of a Conditional Use Permit and complies with all the applicable provisions of this title, the San Clemente General Plan and the purpose and intent of the zone in which the use is being proposed.
- b. The site is suitable for the type and intensity of use that is proposed.
- c. The proposed use will not be detrimental to the public health, safety or welfare, or materially injurious to properties and improvements in the vicinity.
- d. The proposed use will not negatively impact surrounding land uses.

#### ***Minor Cultural Heritage Permit 17.16.100***

- a. The architectural treatment of the project complies with the San Clemente General Plan; and the architectural treatment of the project complies with any applicable specific plan and this title in areas including, but not limited to, height, setback color, etc.
- b. The architectural treatment of the project complies with the architectural guidelines in the City's Design Guidelines.
- c. The general appearance of the proposal is in keeping with the character of the neighborhood.

- d. The proposal is not detrimental to the orderly and harmonious development of the City.
- e. The proposed project/use preserves and strengthens the pedestrian-orientation of the district and/or San Clemente's historic identity as a Spanish village.

**BACKGROUND**

Last year the City Council approved a Capital Improvement Project (CIP) to develop a City owned lot in North Beach, into beach parking. The project is located in the North Beach Study Area, is zoned Commercial with Mixed Use, Architectural, pedestrian, and Coastal Zone Overlays. It is also within the Pico view corridor designated in the General Plan. Surrounding land uses include restaurant uses to the east and west, public parking to the south, and a retail shop and MO2 storm drain channel to the north and through the project site.

The Development Management Team reviewed the application on November 21, 2013 and supports the request. The required public noticing was conducted for the project and at the time of distribution of this staff report, staff had one inquiry regarding environmental determination.

**PROJECT DESCRIPTION**

The parcel is 18,000 square feet and will be improved with a 33 space beach parking lot. The site is a through lot with frontage along El Camino Real and Calle Deshecha. A sidewalk will be added along Calle Desecha with separate pedestrian accesses at all four corners of the site.

***Development Standards***

Table 1 outlines the development standards and how the project is consistent with these standards.

**Table 1 - Development Standards**

<b>Standard</b>	<b>Code Requirements</b>	<b>Proposed Site Plan</b>	<b>Complies with Code Requirements</b>
Building Height (Maximum)	33 feet	16 feet	Yes
Landscaping Req. (Minimum):	10% of the lot	23% of the lot	Yes

**Site Design**

The project site is a rectangular lot with a slight southwesterly slope. The parking lot purposes one vehicular access, which is located off Calle Deshecha, and four pedestrian access points, one at each corner of the property. Parking spaces are proposed around the outside with the drive isle in the center. This design maximizes the number of parking spaces. An electric car station, pay station, and bike racks are also proposed. The drive isle will be interlocking pavers to match the sidewalks along EL Camino Real and the parking stalls will be asphalt. Along Calle Desecha the sidewalks will be Ole Hanson Arto tiles, the same tiles used for sidewalks throughout the adjacent parking lots. The light poles will be equipped with electrical outlets for tree lighting and potential community events.

**Landscaping**

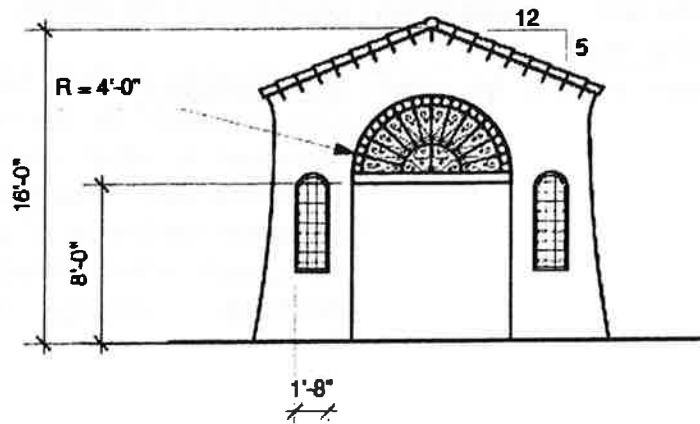
The proposed landscape palette is drought tolerant with tree specimens that are used throughout the community. There are four Washingtonian palm trees proposed along El Camino Real to continue the street tree corridor. A mix of canopy trees is provided throughout the development and along Calle Deshecha. There are four canopy trees proposed in the center of the parking lot that will be protected by decorative tree guards and/or planter boxes.

**Architecture**

There are several structural elements in the project, a pedestrian archway and a low wall along El Camino Real. Both structures help meet the goals and policies of the General Plan for projects located in the Architectural Overlay, to preserve and strengthen the pedestrian-orientation of the district and/or San Clemente's historic identity as a Spanish village.

The archway is a full arch entry for pedestrians on El Camino Real. The archway is designed in the Spanish Colonial Revival style. It is 16 feet tall and 18 feet wide. It will be treated with a smooth white stucco finish, single barrel tile roof with scalloped edge, decorative wrought iron, and room for two murals, one on each column. If a banner ever needs to be placed on the archway there is room for it on top of the wrought iron arch.

**Exhibit 1- Entry Archway Detail**



A low wall is proposed along El Camino Real, measuring 42 inches in height and treated with a white, smooth stucco finish. There is an existing wall between the project and the adjacent Kalani property to the west. The retaining wall is located on the adjacent property and will remain in place. The wall face adjacent to the parking lot is also proposed to be treated with a white, smooth stucco finish.

**PROJECT ANALYSIS**

***Minor Cultural Heritage Permit***

The structures are Spanish Colonial Revival in style and preserve and strengthen the pedestrian-orientation of the district and San Clemente's historic identity as a Spanish village. The architectural details of the project draws from design elements found in nearby historic structures and comply with the design guidelines. Therefore, the project meets the required findings for a Minor Cultural Heritage Permit.

***Conditional Use Permit***

The Zoning Ordinance requires all parking lots not associated with a development to obtain a Conditional Use Permit. The purpose is to ensure there are no adverse negative impacts to the surrounding properties. The proposed beach parking lot will add additional vehicular and bicycle parking spaces for current and future beach goers. The project is in keeping with the surrounding neighborhood and will not have negative impacts to the surrounding properties.

***Design Review Subcommittee***

The project was reviewed by the Design Review Subcommittee (DRSC) and the following are comments provided by the members and how the concerns were addressed.

**Table 2 - DRSC Concerns and Project Modifications**

<b><i>DRSC Concerns</i></b>	<b><i>Project Modifications</i></b>
Four pedestrian entrances were presented to the DRSC and they unanimously preferred pedestrian entrance option number four.	<b><u>Modified.</u></b> The plans show the selected arched entrance and additional detail was provided on the design.
Requested that green striping be used instead of white.	<b><u>Not Modified.</u></b> Staff followed up with the City Engineer on the request. The City standard is white and Engineering has concerns with visibility of green color and potential confusion of use. The City has no green color adopted standard and contracts striping work in white



<b>DRSC Concerns</b>	<b>Project Modifications</b>
	throughout the City. At this time the City Engineer does not recommend the green striping.
Relocated the pay station to a more visible place.	<b>Modified.</b> The pay station was located to the far southwest portion of the site making it more visible from patrons leaving the lot to go to the beach.
The committee liked the idea of a kiosk and directed staff to examine the Paseo Nuevo development in Santa Barbara and look at the kiosks utilized there. Also asked staff to look at merging the kiosk and the pay station if feasible.	<b>Incorporated.</b> Staff reviewed the kiosk design of the Paseo Nuevo development and they were very similar to the flat panel layout with wrought iron detailing presented at the DRSC meeting. Staff has not found a combined pay station and kiosk design but are still looking and keeping that option open.
Concerns about light poles and potential view impacts.	<b>Not Modified.</b> During preliminary design the consultant did have bollard lighting as part of the original concept, but due to circulation the bollards were problematic and hazardous and required a significant amount of bollards to properly light the lot. Utilizing current LED technology optimizes foot candle distribution, minimizes light spillage, respects dark skies and fixtures can match existing decorative light fixtures in the surrounding public parking lots.
Requested to pay attention to path of travel and select "foot" tolerant plants.	<b>Modified.</b> The consultant will be sure to plant species more tolerant of occasional foot traffic at potential pedestrian crossing locations.

At the meeting there were three residents that provided comments on the project. Larry Culbertson, resident, asked if a mural could be incorporated into the archway. Space has been identified for two murals, one on each side of the column, and is shown on the plans.

Don Slater, resident and Board member of the North Beach Community Association (NBCA), stated that he thought it was a wonderful project and aesthetically pleasing.

George Gregory, resident, noted that there was not a bus turnout designed into the project. Staff reviewed the request and found that the bus turnout is not feasible because it would reduce the number of potential parking spaces. City Council's direction to staff was to maximize the number of parking spaces.

For a full account of the DRSC meeting, please refer to the DRSC minutes provided under Attachment 3.

**GENERAL PLAN CONSISTENCY**

Table 3 summarizes how the proposed use is consistent with adopted policies outlined in the City of San Clemente General Plan.

**Table 3 - General Plan Consistency**

Policies and Objectives	Consistency Finding
<p>LU-10.11. Parking Opportunities. Through a combination of parking standards, provision of public parking spaces and incentives, we ensure adequate parking for residents, employees and visitors.</p>	<p>Consistent. The additional 33 spaces will provide additional parking opportunities for current and future beach goers.</p>
<p>LU-10.06. Quality Development. We require that site, building and landscape development be of high quality design and materials and that promote pedestrian activity, in accordance with the Urban Design Element, North Beach Specific Plan and Zoning Ordinance.</p>	<p>Consistent. The proposed project is of high quality design and materials as depicted with its use of Spanish Colonial Revival architectural features and decorative elements. The site design, landscaping and pedestrian entrance ways promote pedestrian activity.</p>
<p>LU-10.05. Ocean Views. We preserve the General Plan designated public view corridor from Avenida Pico through North Beach and encourage new development along El Camino Real to take advantage of ocean vistas.</p>	<p>Consistent. As proposed there are two minor structures on-site, a 42 inch low garden wall and a 16 foot tall pedestrian entryway that is located at the northwest corner of the property. The location of the archway was specifically selected because it did not have an impact on the public view corridor.</p>

**ENVIRONMENTAL REVIEW/COMPLIANCE (CEQA):**

The City previously determined that the project was exempt from CEQA as a Class 11 exemption pursuant to CEQA Guidelines Section 15311 because the project consists of the City constructing a small parking lot for beach parking accessory to an institutional facility, beach parking provided for public recreation. A Notice of Exemption was filed

with the Orange County Clerk-Recorder on August 23, 2013, and the notice remained for a period of 30 days and no comments from the public were received.

### **CALIFORNIA COASTAL COMMISSION REVIEW**

The project does require Coastal Commission review and an application will be filed once all the necessary discretionary permits are obtained.

### **ALTERNATIVES; IMPLICATIONS OF ALTERNATIVES**

1. The Planning Commission can concur with staff and recommend approval of the proposed project.

*This action would result in the project moving forward for review and consideration by the City Council.*

2. The Planning Commission can, at its discretion, add, modify or delete provisions of the proposed project or conditions.

*This action would result in any modifications being reviewed and considered by the City Council.*

3. The Planning Commission can recommend denial of the proposed project.

*This action would result in the Commission's recommendation being forward for review and consideration by the City Council.*

### **RECOMMENDATION**

**STAFF RECOMMENDS THAT** the Planning Commission recommend approval to the City Council of CUP 13-478 and MCHP 14-004, North Beach, Beach Parking Lot, subject to the attached findings and Conditions of Approval.

### **Attachments:**

1. Resolution No. 14-002  
Exhibit 1 - Conditions of Approval
2. Location Map
3. Draft DRSC Minutes of December 11, 2013
4. Reduced Plans

These minutes were approved at the Planning Commission meeting of 02-05-14.

**MINUTES OF THE REGULAR MEETING  
OF THE CITY OF SAN CLEMENTE  
PLANNING COMMISSION  
January 22, 2014 @ 7:00 p.m.  
City Council Chambers  
100 Avenida Presidio  
San Clemente, CA 92672**

---

**1. CALL TO ORDER**

Chair Darden called the Regular Meeting of the Planning Commission of the City of San Clemente to order at 7:05 p.m.

**2. PLEDGE OF ALLEGIANCE**

Commissioner Kaupp led the Pledge of Allegiance.

**3. ROLL CALL**

Commissioners Present: Wayne Eggleston, Michael Kaupp, Jim Ruehlin and Kathleen Ward; Chair pro tem Barton Crandell, Vice Chair Donald Brown and Chair Julia Darden

Commissioners Absent: None

Staff Present: Jim Pechous, City Planner  
Sean Nicholas, Associate Planner  
Amber Gregg, Associate Planner  
Thomas Frank, Transportation Engineering Manager  
Ajit Thind, Assistant City Attorney  
Eileen White, Recording Secretary

**4. SPECIAL ORDERS OF BUSINESS- None**

**5. MINUTES**

**A. Minutes from the Planning Commission Regular Study Session of December 18, 2013**

IT WAS MOVED BY VICE CHAIR BROWN, SECONDED BY COMMISSIONER RUEHLIN, AND UNANIMOUSLY CARRIED to receive and file the minutes of the Regular Study Session of December 18, 2013, as submitted by staff.

**B. Minutes from the Planning Commission Regular Meeting of December 18, 2013**

IT WAS MOVED BY VICE CHAIR BROWN, SECONDED BY COMMISSIONER KAUPP, AND UNANIMOUSLY CARRIED to receive and file the minutes of the Regular Meeting of December 18, 2013, with the following revision:

Page 7, 3<sup>rd</sup> paragraph, replace "Option B" with "Option D"

**6. ORAL AND WRITTEN COMMUNICATION - None**

**7. CONSENT CALENDAR**

**A. North El Camino Real Class I Bicycle Path (Frank)**

Review the project scope and developed conceptual design and receive input from the public and the Planning Commission. Staff is recommending that the Planning Commission forward a recommendation to the City Council regarding the conceptual design 1) lane alignment and 2) median type for separating class I from travel lanes.

Thomas Frank, Transportation Engineering Manager, narrated a PowerPoint Presentation entitled, "North El Camino Real Class 1 Bicycle and Pedestrian Path Project, dated January 22, 2014." He reviewed the project's design and grant constraints; requested Commission provide input on barrier design and materials. Staff recommended the Commission forward a recommendation to City Council to approve the conceptual design for the project.

In response to questions from the Commissioners, Mr. Frank agreed to consider extending Beach Trail aesthetics to this area; endorsed wire fencing in lieu of the K-rail guard rail as a future project; speculated the Class 1 bike trail will be very popular with all users, with the Class 2 preferred by speed cyclists.

Jim Pechous, City Planner, commented that this area is one of the most important gateways into the City, as well as a scenic highway and scenic corridor. Further we can expect this temporary improvement to be in place for many years. He suggested because the new improvements are likely to be around for a long time and the importance of this northern entry point into San Clemente, the Commission consider recommending to the City Council adding funds to the project to include construction of a gateway.

Chair Darden opened the public hearing.

Email dated January 22, 2014 from Sera and Richard Benjamin, residents, supporting the proposed Class 1 protected bike/pedestrian facility.

Brenda Miller, resident, displayed counts from a 2010 survey of the Pacific Coast Bike Route that indicate the popularity of the route for bicyclists and pedestrians alike; supported high standard of landscaping for median areas; endorsed the bike trail improvements as part of the Safe Routes to School Program; advised that although there are collision risks tied to K-rail installations, when compared to the magnitude of harm that can occur to bicyclists and pedestrians from vehicles, the risks associated with K-rail are less significant; suggested the Commission consider decorative K-rail or 8-inch curb medians landscaped with Queen Palms or other trees in succession to help slow down traffic; suggested the trees could create a "root barrier" that may eventually eliminate need for other types of barriers. She noted that many parents feel the K-rail is more effective than medians in stopping distracted drivers from entering bike paths.

Frank Peters, Newport Beach resident and member of a bicycle oversight committee for the City of Newport Beach, endorsed the plan to create safer conditions for cyclists, and quoted Enrique Pandalosa, a bicycle safety advocate, who said, "When designing safe streets, think of 8-year old children, and design for them."

Bret Gross, resident, endorsed the complete streets concept to accommodate multi users of streets, a concept working all over the world. The Class 1 lane will be used and enjoyed by many people, and it is a great opportunity to get families involved and enjoying the outdoor lifestyle in the beautiful weather. He commended all those involved in the project for their leadership and dedication; supported recommendation of approval to City Council.

Les Mikos, Laguna Beach resident, commended the City for their efforts to give people an alternative to driving cars and increasing safety within the alternative. He quoted Janett Sadik-Kahn, Transportation Commissioner for New York, who recommended experimenting in a temporary fashion with improvements that can be easily undone if not working in the intended manner.

Pete van Nuys, resident, endorsed the concept and commended Mr. Franks for his vision and work on the project. He believes the bike path will be a world-class facility and attract many runners, pedestrians, and cyclists. The path will be a major resort amenity and increase the perception of the City as an active destination. The path will connect the City's Beach Trail with Dana Point, another active destination city. He envisions the bike path to be as popular as the Beach Trail with residents and visitors alike; endorsed landscaping in the medians; supported addition of gateway feature to the project. He expressed concern at the

terminus of the bike path when it merges with the Class 2 bike trail and pedestrian sidewalk for safety reasons; questioned whether the K-rail could be eliminated at intersections to allow more entry and exit points as well as allow merging between the Class 1 and Class 2 bike paths in advance of the terminus.

Ellie Hammargran, resident, related difficulties getting parents to allow their children to ride their bikes to school for safety reasons. She started a successful "Walk and Roll" program to encourage kids to ride bikes and walk to Concordia Elementary School. She advocated installing either the K-rail or medians, as either option will increase safety for kids riding bikes, and protect kids from distracted drivers.

Gary Headrick, representing San Clemente Green, supported the Class 1 bike path to provide a safe place for recreational cyclists.

Richard Boyer, resident, supported the bike path as an extension of the Beach Trail and endorsed landscaping improvements. He believes both K-rail and curb medians create increased safety risks for cyclists, and cautioned that installation of any type of barrier can create unintended consequences.

Chair Darden closed the public hearing.

#### Commission Discussion:

Thomas Frank, Transportation Engineering Manager, supported elimination of the K-rail at the intersections to provide a transition zone; commented that starting and stopping of K-rail sections must be engineered to provide for crash cushioning and ensure uniformity. He advised that the K-rail used by the City of Dana Point provides for protection because there is not enough space for a six foot median. In the subject design proposed, there is a Class 2 bike lane as well as a median separating the traffic lanes and the Class 1 bike path. He noted the conceptual design presented this evening can accommodate either the K-rail or curb median design. He prefers the median over the K-rail for safety reasons, and commented that although many sidewalks are next to bike trails, he is not aware of any reported injuries. He noted the first 400 feet of the bike path transition zone from Dana Point has to be K-rail for space constraints, and commented that potential future improvements at the intersection may eliminate the need for K-rail.

#### Horizontal Layout:

Commissioner Ruehlin supported the concept overall, but expressed concern regarding safety at the southern start/terminus of the trail where the pedestrian, Class 1 and Class 2 bike lanes merge together; expressed concern that some vehicular bike riders may prefer riding in the Class 1

bike path rather than the Class 2, which may compromise safety for slower pedestrians/cyclists; commented that children may be confused as to the correct bike path they should be using. He questioned whether the Class 1 and Class 2 bike paths could be merged into one larger bike path with 4-lane striping.

Mr. Frank advised that although a multiple lanes bike path would not be an option, a wider bike path would not necessarily provide vehicular riders an opportunity to travel faster than recreational riders/stroller/pedestrian traffic, as the slower traffic would just expand to fill the wider lane. He commented that vehicular cyclists overwhelmingly prefer riding in the Class 2 lane in order to go faster, have the option of merging into vehicular traffic lanes to avoid obstacles, and avoid slower traffic in the Class 1 lane. He noted that the new lanes will be signed, and the transition area at North Beach will be signed and striped to ensure users are aware of the lanes merging.

Following discussion, the Commissioners unanimously concurred to recommend City Council support the proposed horizontal concept with the understanding that staff continue refining the transition at Avenida Estacion to increase safety for all users. In addition the Commissioners supported the removal of the K-rail barriers at intersections.

#### Barriers:

The Commissioners unanimously concurred to recommend City Council consider installing K-rail through the first 400 feet as required and installing medians for the remainder of the project, with as much landscaping as can be accommodated in the budget, including an abundance of vertical landscaping to create safety and security for all users.

#### Gateway:

The Commissioners unanimously recommended the City Council apply the new standards in the General Plan and increase the project funds to support creation of a gateway as part of this project.

The Commissioners commended Tom Frank, Brenda Miller, and all those involved in the project for their efforts; supported allotting as much funds as possible to landscaping installation in the medians; emphasized the importance of following guidelines in the General Plan and creating a gateway entry to the City along with the project.

## **8. PUBLIC HEARING**



**A. 2316 South El Camino Real – Conditional Use Permit 13-249/Architectural Permit 13-251/Site Plan Permit 13-252 – La Ventura Event Center (Gregg)**

A request to consider a new two-story commercial building for a special event facility totaling 9,293 square feet and an off-site parking agreement at 2316 South El Camino Real. The project is located in the Neighborhood Commercial zoning district (NC3) and the legal description is Lots 3 and 4, Block 10, Tract 852, and Assessor's Parcel Number 690-446-17.

Jim Pechous, City Planner, recommended the Commission table this item to allow the applicant and nearby property owner to discuss easement issues.

IT WAS MOVED BY COMMISSIONER EGGLESTON, SECONDED BY COMMISSIONER RUEHLIN, AND UNANIMOUSLY CARRIED TO TABLE 2316 SOUTH EL CAMINO REAL – CONDITIONAL USE PERMIT 13-249/ARCHITECTURAL PERMIT 13-251/SITE PLAN PERMIT 13-252 – LA VENTURA EVENT CENTER.

**[AGENDA ITEM TABLED.]**

**B. 130 Calle Iglesia – Conditional Use Permit 13-481 – Bill Brewster Racing and Manufacturing (Nicholas)**

A request to consider establishing an automotive repair facility for the Bill Brewster Racing and Manufacturing company located at 130 Calle Iglesia within the Business Park planning area four within the Rancho San Clemente Specific Plan. The legal description is Lot 3, of Tract 13467, Assessor's Parcel Number 690-641-03.

Sean Nicholas, Associate Planner, summarized the staff report; displayed site plans for the Commissioners' consideration; recommended approval of the request as conditioned.

In response to questions from the Commissioners, Mr. Nicholas stated that staff decided not to include the elimination of the delivery bay as a condition of approval to allow flexibility for potential future tenants and advised the Commission they may include it as a condition of approval if they desire; advised conditions of approval require that all repair and manufacturing be done indoors as well as require that all vehicles on site for auto repair or associated with active work must be stored indoors; commented that the required number of spaces for the use are being provided on site.

Scott Brewster, applicant, has owned the business for 40 years. They are moving to new location in order to accommodate business growth. The

new space will allow them to protect all cars being serviced from sun damage, dirt, etc. They only work on Porsches and run a professional organization.

Chair Darden opened the public hearing.

Barry Berg, resident and Porsche owner, supported the nationally known business and the new business proposal.

Chair Darden closed the public hearing.

Several Commissioners endorsed the move from the existing location to the business park as a more appropriate location for the use.

IT WAS MOVED BY COMMISSIONER KAUPP, SECONDED BY VICE CHAIR BROWN, AND UNANIMOUSLY CARRIED TO ADOPT RESOLUTION NO. PC 14-001 A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT 13-481, BILL BREWSTER RACING AND MANUFACTURING, A REQUEST TO ALLOW FOR A NEW AUTOMOTIVE REPAIR FACILITY LOCATED AT 130 CALLE IGLESIA.

**[DECISION FINAL. SUBJECT TO APPEAL OR CALL UP BY COUNCIL]**

C. 1832 North El Camino Real – Conditional Use Permit 13-478/Minor Cultural Heritage Permit 14-004 – North Beach, Beach Parking Lot  
(Gregg)

A request to consider a 33 space beach parking lot and associated accessory structures located at 1832 North El Camino Real within the Commercial (C-2-CZ) zoning district. The legal description is Lots 4-8, of Tract 972, and Assessor's Parcel Number 057-192-04.

Amber Gregg, Associate Planner, narrated a PowerPoint Presentation entitled, "North Beach, Beach Parking Lot, CUP 13-478 & MCHP 14-04, dated January 22, 2014." Staff recommended the Commission recommend City Council approval of the request as conditioned.

Art Guy, City's landscape architect consultant, advised the electrical outlets intended for tree lighting will be on a separate circuit and can feature locking lids so they can be depowered and/or protected from unauthorized usage; estimated the proposed bike racks can hold 5 or 6 bikes; described the trees proposed for the site, which are intended to provide as much shade as possible but still maintain a low profile to protect the view corridor; agreed to research and/or consult with Dennis Reed regarding blight issues associated with the melaleuca trees and choose blight resistant strains if possible.

Handan Cirit, the City's Principal Civil Engineer for CIP projects, advised the recommended estimated budget for the project is \$740,000 for construction phase in next year's fiscal budget. The actual cost will be determined when the public bids are submitted next summer.

In response to questions, Ms. Gregg advised that a condition can be added to require the shade trees be pruned to provide shade; advised murals and/or tiles could be added to the 4-foot wall along El Camino Real if directed by the Commission; noted that new businesses in the area must provide their own parking on site unless asking for parking waivers.

City Planner Pechous stated that the 42 inch tall Spanish-style wall along El Camino Real is proposed to be setback with landscaping in front; advised that potential use by the homeless is being discouraged with transparent and low level landscaping that will inhibit camping/creation of homeless living areas; noted additional bike racks can be added if warranted.

Commissioner Eggleston stressed the importance of securing electrical outlets to prohibit unauthorized usage; suggested banners be installed on poles and placed in the grass areas instead of temporary installation on the beautiful archway.

Chair Darden suggested the City consider using green painted lines on the parking lot surface, similar to enlightened communities like Corona del Mar and Newport Beach; instead of the standard white. The green striping is more elegant, allows the vegetation to be more prominent, and places less emphasis on the parking lot surface.

Handan agreed to speak to the Public Works Director about potential for green striping; commented that the City standard is white. Because parking lot painting is contracted out, a change in color will affect the existing contract and create inconsistent parking standards throughout the City.

IT WAS MOVED BY COMMISSIONER KAUPP, SECONDED BY COMMISSIONER RUEHLIN, AND UNANIMOUSLY CARRIED TO ADOPT RESOLUTION NO. 14-002, A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN CLEMENTE, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF CONDITIONAL USE PERMIT 13-478 AND MINOR CULTURAL HERITAGE PERMIT 14-004, NORTH BEACH, BEACH PARKING LOT, A REQUEST TO CONSIDER THE CONSTRUCTION OF A 33 SPACE BEACH PARKING LOT LOCATED AT 1832 NORTH EL CAMINO REAL, with the following revisions:

Recommend that City Council consider the parking lot be striped with green instead of the standard white.

Add standard condition of approval (used in the El Camino Real Ralph's application) that requires the shade trees to be pruned to stay as trees.

**[ACTION SUBJECT TO CITY COUNCIL APPROVAL]**

**9. NEW BUSINESS - None**

**10. OLD BUSINESS – None**

**11. REPORTS OF COMMISSIONERS/STAFF**

- A.** Tentative Future Agenda
- B.** Minutes from the Zoning Administrator meeting of December 18, 2013
- C.** Minutes from the Zoning Administrator meeting of January 8, 2014
- D.** Staff Waiver 13-508, 800 S. El Camino Real
- E.** Staff Waiver 13-509, 242 Avenida Granada
- F.** Staff Waiver 13-510, 104 Avenida Barcelona
- G.** Staff Waiver 13-518, 815 Calle Mendoza
- H.** Staff Waiver 13-524, 129 W. Avenida Cadiz
- I.** Staff Waiver 13-525, 140 W. Escalones
- J.** Staff Waiver 14-002, 423 Avenida Granada #53
- K.** Staff Waiver 14-006, 918/920 S. El Camino Real
- L.** Staff Waiver 14-007, 320 Encino Lane
- M.** Staff Waiver 14-012, 209 Avenida Victoria
- N.** Staff Waiver 14-013, 305 Avenida Cabrillo

Commissioner Ruehlin reported that 3 Commissioners joined a group that recently hiked to the highest point in San Clemente, appropriately named San Clemente Summit; recommended all make the trip and experience the beautiful views.

Vice Chair Brown reported that at the last the Coastal Advisory Committee, the Committee elected to approach the City Council concerning a street sweeping ordinance that would increase the number of streets within the City that are signed to prohibit car parking on street sweeping days.

Chair Darden thanked Vice Chair Brown for copies of the informative article on the Pasadena Streetscape.

**12. ADJOURNMENT**

IT WAS MOVED BY COMMISSIONER KAUPP, SECONDED BY COMMISSIONER RUEHLIN, AND UNANIMOUSLY CARRIED to adjourn at

9:57 p.m. to the Study Session to be held at 6:00 p.m. on February 5, 2014, in Council Chambers at City Hall located at 100 Avenida Presidio, San Clemente, CA.

Respectfully submitted,



Julia Darden, Chair

Attest:



Jim Pechous, City Planner

electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no Public Agency Party moratorium or other similar limitation relating to the rate, timing or sequencing of the development of the Talega Project or any portion thereof, whether adopted by initiative or otherwise, shall apply to the Talega Property to the extent such moratorium or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Developer acknowledges and agrees that nothing herein is intended or shall be construed as (i) overriding any provision set forth in this Agreement relating to the rate, timing or sequencing of development of the Talega Project, including without limitation Section 6.3.1, (ii) overriding any existing City or TJPA ordinances, resolutions, regulations, or official policies relating to the rate, timing or sequencing of development of the Talega Project, (iii) restricting City or TJPA from exercising the powers described in Section 3.7 of this Agreement to regulate development of the Master Talega Property, or (iv) preventing the Public Agency Parties from applying to the Talega Project any state and federal laws and regulations relating to the rate, timing or sequencing of the development of the Talega Project, together with any City or TJPA ordinances, resolutions, regulations, and official policies which are necessary to enable City or TJPA to comply with such state and federal laws and regulations.

3.11 Consent Agreement. Subject to the following sentence, each of the Public Agency Parties acknowledges that the limitations on its powers to govern the development of the TJPA Property and the portion of the City Property that was annexed into the City after the Consent Agreement was entered into (collectively, the "Consent Agreement Property") that are set forth in the Consent Agreement shall continue to apply as set forth in the Consent Agreement. The Parties acknowledge that the application of certain provisions of this Agreement to the Consent Agreement Property, and the Public Agency Parties' performance under this Agreement, could be construed to be in conflict with the Consent Agreement. To the extent that any provision of this Agreement is incompatible or in conflict with the Consent Agreement, Developer hereby agrees that the application of, and the performance by a Public Agency Party pursuant to, such provision of this Agreement shall not constitute a default under the Consent Agreement, and Developer will not declare a Public Agency Party to be in default or promote any litigation which seeks a judicial determination that such a default exists. In addition, to the extent that any provision of this Agreement is construed as a regulation or policy constituting a "Withdrawal Condition" pursuant to clauses (ii) or (iii) of Section 4 of the Consent Agreement, Developer hereby waives any right it otherwise would have to withdraw from the Consent Agreement for the occurrence of such Withdrawal Condition.

#### 4. FEES.

4.1 Community Enhancement Fee. Developer shall pay or cause to be paid to City the sum of Eight Million Dollars (\$8,000,000) (the "Community Enhancement Fee") in the manner set forth in this Section 4.1. From the Effective Date and continuing through the date that any portion of the Community Enhancement Fee remains outstanding, Developer shall, prior to and as a condition to the issuance of each building permit for residential development in the Villages, pay to City a portion of the Community Enhancement Fee equal to Four Thousand Dollars (\$4,000). If City determines in its reasonable discretion that the maximum number of residential units currently permitted in the Villages will not be developed, City shall have the right from time to time during the Term of the Agreement, upon written notice to Developer, to

increase the amount of the Community Enhancement Fee due to City upon issuance of each building permit as may be necessary to provide City with reasonable assurances that the full amount of the Community Enhancement Fee will be paid. It is understood that the Community Enhancement Fee shall apply to the portion of the Villages located within the TJPA Property even if said portion is not annexed into the City. City shall be authorized to use the first One Million Dollars (\$1,000,000) of the Community Enhancement Fee paid to City for uses associated with the Casa Romantica cultural site. City shall be authorized to use the next One Million Five Hundred Thousand Dollars (\$1,500,000) of the Community Enhancement Fee paid to City for the revitalization of that certain real property depicted in Figure 17.64.125 of the Municipal Code entitled "Downtown Parking Study Area." City shall be authorized to use the next One Million Dollars (\$1,000,000) of the Community Enhancement Fee paid to City for the revitalization of the North Beach area. City shall be authorized to use the balance of the Community Enhancement Fee paid to City in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) for any public purpose.

4.2 Fire Station Fee. Developer shall pay or cause to be paid to City a fee (herein, the "Fire Station Fee") in the sum of One Million Six Hundred Forty-Five Thousand Five Hundred Dollars (\$1,645,500), plus the "Fire Station Fee CPI Adjustment." As used herein, the term "Fire Station Fee CPI Adjustment" shall mean the product derived by multiplying the sum of \$1,645,500 by a fraction in which the numerator equals the CPI on the date that is four (4) months prior to the date on which the Fire Station Fee is due and in which the denominator equals the CPI on the date that is four (4) months prior to the Effective Date of this Agreement. As used herein, the term "CPI" shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for the Los Angeles/Anaheim/Riverside area (All Items) or, if such index is not published or available at the time the Fire Station Fee CPI Adjustment is required to be calculated hereunder, such other inflationary index that the City Engineer of City shall reasonably determine to be an appropriate substitute therefor. Payment of the Fire Station Fee shall be due by Developer to City within thirty (30) days after Developer's receipt of written demand, provided that payment shall not be due prior to the date that is eighteen (18) months prior to the date City estimates in its reasonable discretion that the Fire Station will be completed. City shall apply the Fire Station Fee toward the cost of planning, designing, and constructing a Fire Station on the Fire Station Site to be dedicated to City pursuant to Section 9 of this Agreement. In the event that the costs incurred by City for planning, designing, and constructing the Fire Station on the Fire Station Site are less than the amount of the Fire Station Fee, City shall be authorized to use the remaining balance of the Fire Station Fee for City public safety capital expenditures. The Public Agency Parties agree that during the Term of this Agreement, except as provided in Section 9.7, Developer shall have no further obligations to City or TJPA with respect to the construction and/or financing of fire stations or equipment for fire stations on the Talega Property.

#### 4.3 Park Fee.

4.3.1 Payment of Park Fee. Developer shall pay or cause to be paid to City the sum of Nine Million Three Hundred Sixty-Three Thousand Five Hundred Thirty-One Dollars and Fifty Cents (\$9,363,531.50) (the "Park Fee") in the manner set forth in this Section 4.3. From the Effective Date through the date that any portion of the Park Fee remains outstanding, Developer shall, prior to and as a condition to the recordation of each final tract map for



# **CITY OF SAN CLEMENTE**

## **REQUEST FOR PROPOSAL**

**NORTH BEACH / EL CAMINO REAL PARKING LOT  
DESIGN SERVICES**

**PROJECT NO. 13813**

**MAY 21, 2013**

**PUBLIC WORKS  
910 CALLE NEGOCIO SUITE 100 SAN CLEMENTE, CA 92673**



**CITY OF SAN CLEMENTE**  
**REQUEST FOR PROPOSAL**

**NORTH BEACH/EL CAMINO REAL PARKING LOT**  
**DESIGN SERVICES**  
**PROJECT NO. 13813**

**MAY 21, 2013**

**Prospective Contractors:**

The City of San Clemente (City) is seeking proposals from Professional Services Consultants (Contractors) to provide Preliminary Design, Final Design, and Construction Period Design Support Services for a beach parking lot on a vacant City owned property located between El Camino Real and Calle Deshecha at North Beach as described in detail in the attached Request for Proposal (RFP).

**City Point of Contact:**

The sole source of contact regarding this RFP is Ms. Handan Cirit, Principal Civil Engineer (contract), at (949) 361-6128 [cirith@san-clemente.org](mailto:cirith@san-clemente.org). Individuals or firms interested in submitting a proposal are asked not to contact other members of the City of San Clemente staff or Council members in connection with the RFP prior to the announcement of the Consultant selected.

A pre-proposal meeting will be held at the project site on Tuesday, June 11, 2013 at 10:30 am. Attendance to the pre-proposal meeting is optional and is not required for submittal of a proposal. All written inquires related to this RFP are to be submitted confidentially to Ms. Handan Cirit at the following address:

City of San Clemente  
Public Works  
910 Calle Negocio, Suite 100  
San Clemente, CA 92673

**Confidential**

Five (5) copies of each contractor's proposal must be received by the City not later than **4:00 PM on Wednesday, June 26, 2013**. Proposals must be delivered to the above address. Proposals received after 4:00 PM on Wednesday, June 26, 2013 will not be accepted. Proposals will become part of the official files of the City of San Clemente and cannot be returned.

Sincerely,



Tom Bonigut  
Assistant City Engineer

# CITY OF SAN CLEMENTE

## REQUEST FOR PROPOSAL

### NORTH BEACH/EL CAMINO REAL PARKING LOT DESIGN SERVICES PROJECT NO. 13813

#### A. INTRODUCTION

San Clemente's North Beach serves as a gateway to the City and as a local and regional destination. The area includes a Metrolink rail station, historic community pool and clubhouse, historic Casino building for special events, retail businesses, public parking and access to the City's beach and pedestrian beach trail. The City of San Clemente recently completed significant street improvements to El Camino Real and Avenida Pico, and now desires to design and construct additional surface parking to accommodate future parking demand in the North Beach area.

#### B. BACKGROUND

The City owns a parcel bounded by El Camino Real to the east, Ichibiri restaurant to the south, Calle Deshecha to the west, and Kaylani Coffee to the north. A site vicinity map and photos are provided as attachments. A concrete box storm control channel built in 1990's crosses underneath the lot from El Camino Real to Calle Deshecha. The flood control channel was designed and inspected for construction by the County of Orange. No geotechnical report is available on the parcel.

#### C. PROJECT OBJECTIVE

The City developed a conceptual design for a surface parking improvements including about 33 parking spaces on the lot. The conceptual plan and details are provided as attachments. The conceptual design is to be used as a basis for development of a preliminary design (30 % design level) and preliminary construction cost estimate for the City's approval. Preliminary design is to meet the City's guidance for; safety, ease of access to beach, sense of entry, landscaping, integration of improvements with surrounding properties, address view corridor opportunities, and design of adjacent sidewalks. Design is to provide for electrical car charging station(s) within the lot. Project final design will be authorized after the City's approval of the preliminary design. The project will be publicly bid for construction.

#### D. SCOPE OF WORK

Project Scope of Work includes Preliminary Design, Final Design, and Construction Period Design Support Services as follows:

## Preliminary Design

- Perform a comprehensive field survey and a legal boundary survey for the lot. Field survey is to identify existing features including adjoining properties, sidewalk and streets and prepare a detailed topographical map (1-foot contours) as necessary to design the project improvements including but not limited to curbs, gutters, sidewalk, pavement, pavement striping, drainage improvements, landscaping, irrigation, lighting, retaining walls, retaining curbs, etc. The survey and map shall accurately locate and show property lines, right-of-way, and easements. Also show adjoining improvements, topography, landscaping, utility connection points which may influence the design of the proposed improvements.
- Review construction plans and structural design for the flood control channel (referred as Segunda Deshecha Canada (M02) channel) located under the lot for support of parking lot. Record Drawings provided as attachment.
- Perform geotechnical studies and field investigations to determine required site preparation.
- Coordinate with SDG&E to provide for proposed improvements, including lighting, pay station and electrical car charging station(s).
- Prepare 30 % complete project plans showings details of improvements including site and wall elevations, site entry details, adjacent side walk improvements, off lot improvements for ease of access to the beach, on site and adjacent sidewalks landscaping and irrigation, electrical improvements, and transitions to adjacent properties.
- Provide plans, sections, views and renderings for public presentations and approval of the project by the City's design review committee.
- For the parking lot improvement, prepare a Water Quality Management Plan (WQMP) consistent with City requirements and those of San Diego Regional Water Board Order No. R9-2009-0002. The parking lot project will be considered a "Priority Project," therefore the WQMP must include treatment control features and Low Impact Development features as appropriate. This project will not be subject to hydromodification requirements.
- Provide preliminary cost estimate for the construction of the project.

## Environmental Documentation and Permitting

The City will process for environmental documentation for CEQA compliance utilizing information developed during preliminary design. The City will obtain the California Coastal commission Permit as applicable for the project.

## Final Design

After approval of the project's preliminary design the City will authorize the work to proceed for the final design. Final design services will include:

- Provide 50%, 90% and 100% complete final design, plans & specifications for public bidding for the project. All City design review comments for the 50% and 90% complete documents will be addressed prior to finalizing the project design.

- Revise the City provided standard front end documents for the project to include in the project specifications. Provide bid form. Identify construction sequencing.
- Provide engineer's construction cost estimate for final design.

#### Construction Period Design Support Services

- Answer questions and provide contract addendum(s) during bid period.
- Review and approve contractor's submittals.
- Attend construction progress meetings as requested.
- Provide responses to the contractor's request for information.
- Provide for final inspection of construction.
- Provide record drawings.

#### **D. DELIVERABLES**

Deliverables include 3 hard copies and electronic PDF and Word format files of:

- Preliminary Design Plans and Details.
- Geotechnical Preliminary and Final Design Reports.
- Final Design, Plans & Specifications for 50%, 90% and 100% Completion.
- Construction Submittals.

# CITY OF SAN CLEMENTE

## REQUEST FOR PROPOSAL NORTH BEACH/EL CAMINO REAL PARKING LOT DESIGN SERVICES PROJECT NO. 13813

MAY 21, 2013

### INSTRUCTIONS AND CONDITIONS

The following instructions and conditions apply to this RFP:

#### A. GENERAL CONDITIONS

##### 1. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Professional Services Contractor (contractor) in:

- Preparing a proposal in response to this RFP
- Submitting that proposal to the City of San Clemente
- Negotiating with the City of San Clemente on any matter related to this RFP, proposal and/or contractual agreement
- Any other expenses incurred by the contractor prior to the date of an executed contract

The City of San Clemente shall not, in any event, be liable for any pre-contractual expenses incurred by any contractor. In addition, no contractor shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

##### 2. Authority to Withdraw RFP and/or Not Award Contract

The City of San Clemente reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any contractor responding to this RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

##### 3. Pricing Approach

The City of San Clemente intends to award a time and material price contract based on negotiated hourly rates with a project cost limit for the scope of work identified for the conduct of this project. In no event shall the City pay an amount

in excess of the dollar value negotiated in the contractual agreement with the successful contractor.

#### **4. Right to Reject Proposals**

The City of San Clemente reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the contractor which, in the opinion of the City, is best qualified to conduct the project.

#### **5. Proposal Evaluation Criteria**

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of San Clemente may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- a. Previous experience
- b. Demonstrated record of success on work previously performed for the City or similar work performed for others
- c. Project Lead
- d. Educational background of project lead and staff
- e. Staff to perform work within the specified time
- f. Methodology proposed to accomplish the work
- g. Ability to make effective public presentations of the report and/or design required
- h. Ability to work effectively with City staff, other public agencies and related parties as directed during the course of the design, study or other services
- i. Pertinent new ideas which may be presented during the course of the selection process
- j. Adequate knowledge of local conditions
- k. Availability, experience and knowledge of all subcontractors hired to complete the job or study
- l. Additional work performed by the contractor which may have a direct and substantial physical relationship or conflict to the proposed project
- m. Retention of original contractor on projects modified due to the original contractor's detailed knowledge of the work or on the grounds of cost
- n. Previous history of completing projects within budget and design estimates
- o. Ability to furnish adequate and effective construction supervision
- p. Consideration for contractors currently working with a major developer in the City for work within or adjacent to the major development project

## **B. PROPOSAL FORMAT AND CONTENT**

Proposals should be typed as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor.

### **1. Cover Letter**

A cover letter not to exceed three pages in length should summarize key elements of the contractor's proposal. The letter must be signed by an individual authorized to bind the contractor. The letter must stipulate that the proposed price will be valid for a period of at least 90 days. Indicate the address and telephone number of the contractor's office located nearest to San Clemente, California, and the office from which the project will be managed.

### **2. Background and Approach**

The Background and Approach Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

### **3. Methodology(ies)**

This section should clearly describe the methodology or methodologies you plan to use to carry out the specific work tasks described in the Work Plan.

### **4. Work Plan**

Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify how much of the work will be done on site and description of the information to be provided by the City.

### **5. Project Organization and Staffing**

Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the person who will be the key contact with the City of San Clemente. Indicate how many hours each team member will devote to the project by task and the hourly rate of each team member (and/or classification) along with a statement indicating the availability of the members of the project team for the duration of the project. Include resumes for each member of the project team, information and staff support required from City personnel.

### **6. Related Experience**

Describe recent and directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed project team who worked on the project, as well as their respective responsibilities.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. The City of San Clemente reserves the right to contact any of the organizations or individuals listed.

## **7. Project Schedule**

Provide a schedule for completing each task in the work program, including deadlines for preparing all project deliverables.

## **8. Cost Data**

Indicate the total cost for Preliminary Design, Final Design and Construction Period Design Support Services phases of the project. Identify by each Phase the tasks, hourly rate by project team member (and/or classification) and the number of hours each member will spend on each work task. Indicate separately, total cost for fees (if applicable) and expenses, including any proposed fee discount.

## **9. Statement of Compliance**

Contractors must submit a Statement of Compliance with all parts of the Request for Proposal and Draft Agreement terms and conditions, or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes, the exceptions and/or changes cause. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception and/or suggested change, the contractor must include:

- 1. The suggested change in the RFP or rewording of the contractual obligations.
- 2. Reasons for submitting the proposed exception or change.



3. Any impact the change or exception may have on project costs, scheduling or other considerations.

## **10. Other Information**

Include any other information you consider to be relevant to the proposal.

### **C. INSURANCE COVERAGE**

Prior to commencement of any project activities, consultant is to secure worker's compensation insurance, so as to be in compliance with State statutes and comprehensive general liability insurance, including auto and contractual liability coverage, in an amount not less than \$1 million.

Consultant agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by consultant hereunder is sub-contracted to another person or firm (with approval of the City as required herein), sub-contract shall contain a similar provision.

**Attachment: Site/Vicinity Map, Site Photos, Conceptual Parking Layout & Details  
Segunda Deshecha Canada (M02) Channel Record Drawings  
Draft Standard Professional Services Agreement**

**SITE/VICINITY MAP**



## SITE PHOTOS

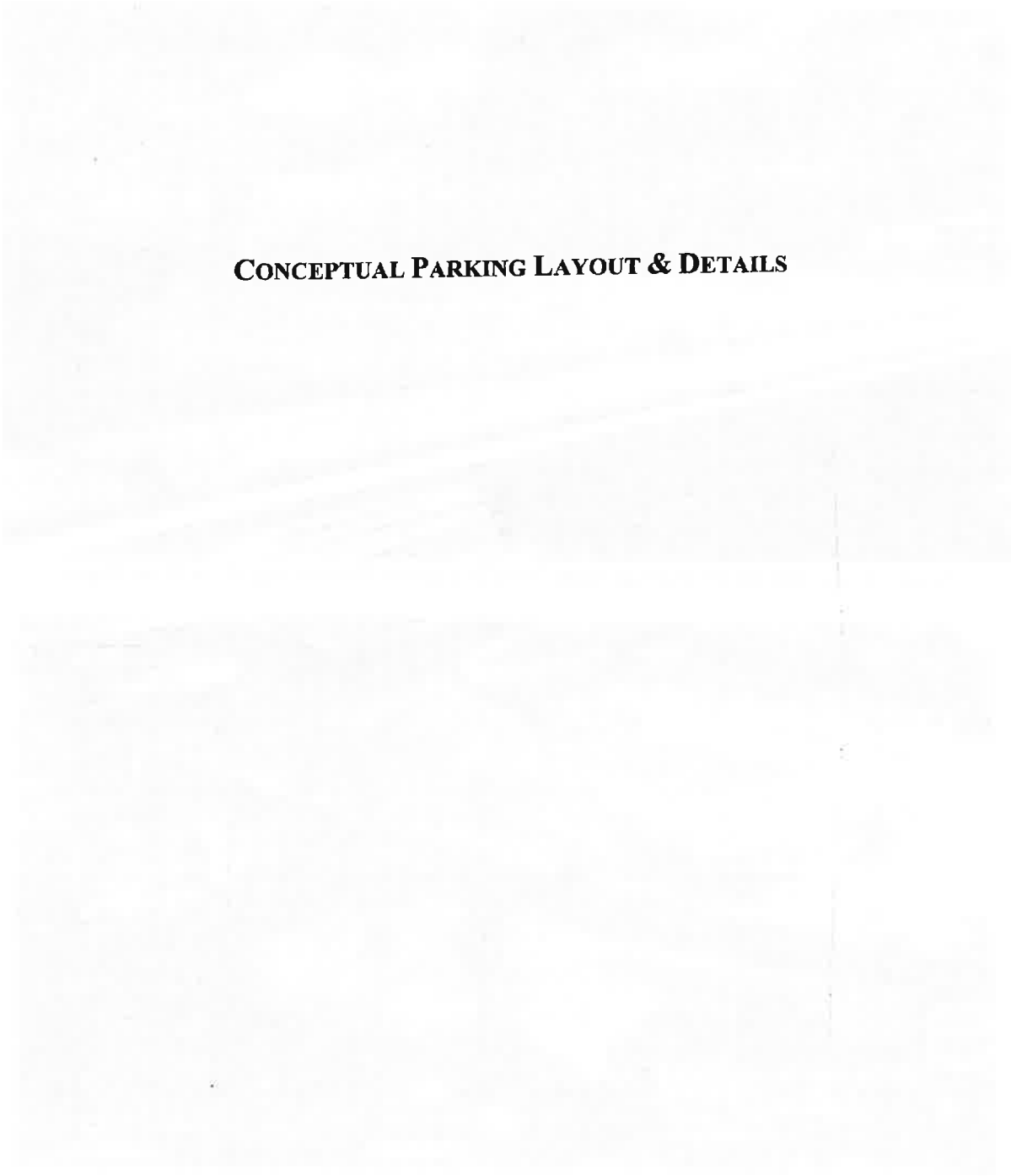


Street view of vacant lot looking south from El Camino Real (image from Bing Maps).



Aerial view of vacant lot looking east (image from Calif. Coastal Records Project).

**CONCEPTUAL PARKING LAYOUT & DETAILS**

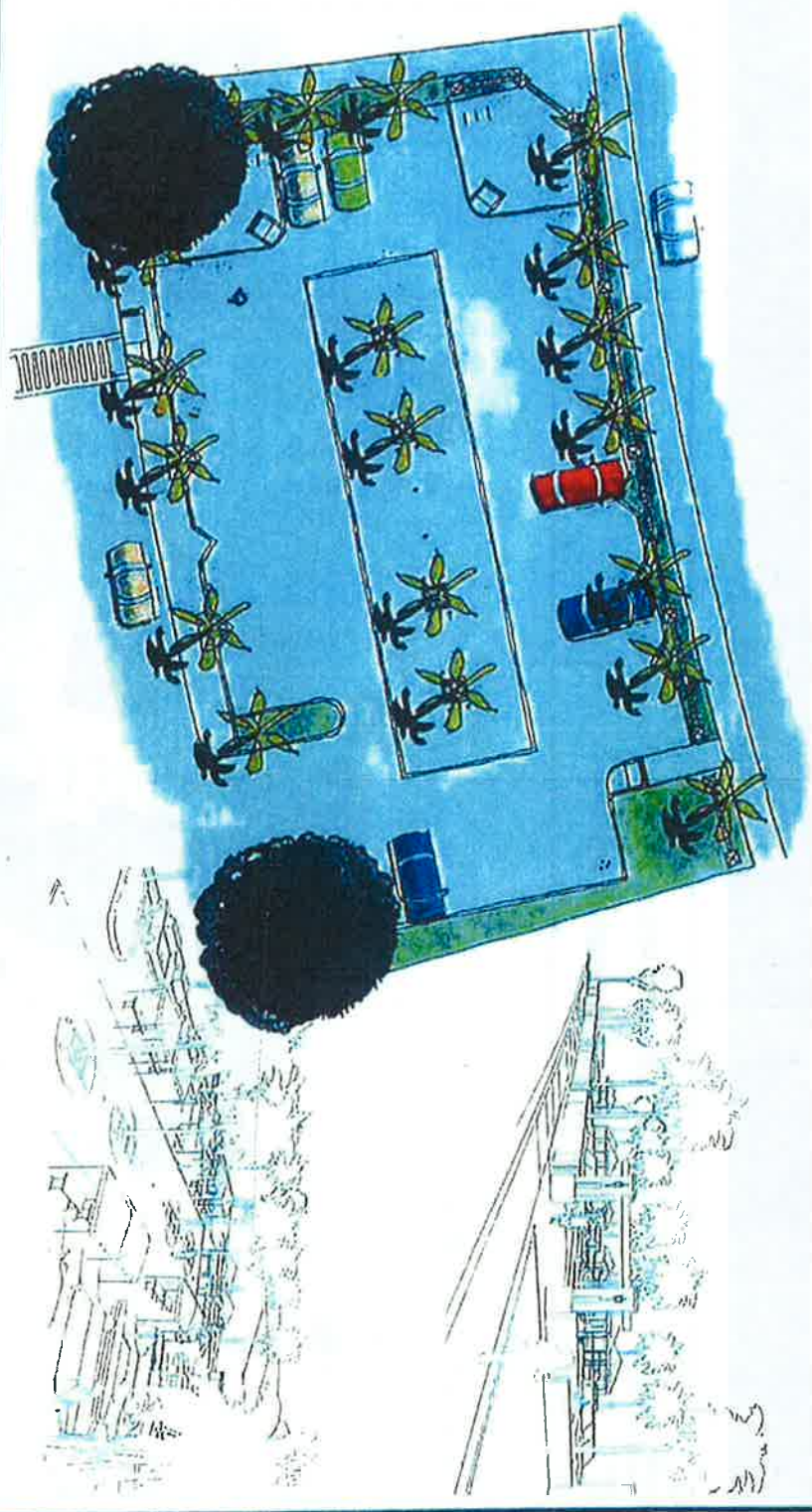




**rmdesigngroup**  
 CREATING ENVIRONMENTS PEOPLE ENJOY  
 10000 S. GARDEN AVENUE, SUITE 100  
 SAN ANTONIO, TEXAS 78217  
 TEL: 214-343-1111  
 WWW.RMDDESIGNGROUP.COM

CALLE DESHECHA PARKING LOT  
 SAN CLEMENTE, CA

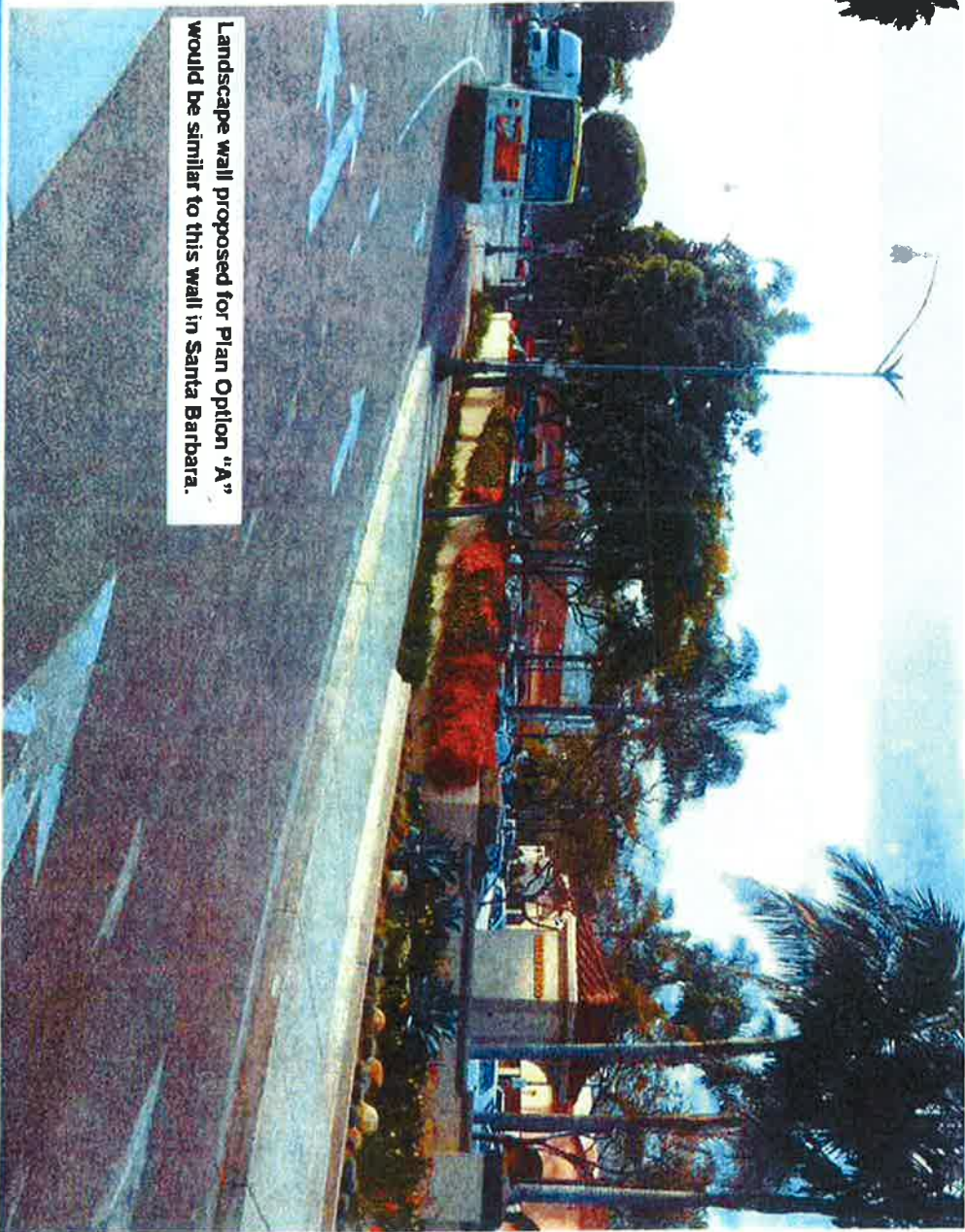
Sheet No. 1 OF 1  
 By: JLC  
 Checked: BAK  
 Date: 1/14/2013  
 Job No. 1432107  
 Scale: 1" = 30'



**rmdesigngroup**  
 creating environments people enjoy  
 10000 Wilshire Blvd, Suite 1000  
 Los Angeles, CA 90024  
 Phone: (310) 206-1100  
 Fax: (310) 206-1101  
 Website: www.rmdesigngroup.com

**CALLE DESHECHA PARKING LOT  
 SAN CLEMENTE, CA**

Sheet No. 1 of 1  
 By: JMC  
 Checked: DMH  
 Date: 11/26/03  
 Job No: 1412102  
 Scale: 1" = 30'



Landscape wall proposed for Plan Option "A" would be similar to this wall in Santa Barbara.





**Calle Deshecha Parking Lot**  
City of San Clemente

View from Southbound El Camino Real







**Calle Deshecha Parking Lot**

View loc

rtm group

**SEGUNDA DESHECHA CANADA (M02) CHANNEL RECORD DRAWINGS**

CITY OF SAN CLEMENTE, CALIFORNIA  
 AND  
 ORANGE COUNTY  
 ENVIRONMENTAL MANAGEMENT AGENCY

SANTA ANA, CALIFORNIA  
 MICHAEL M. RUANE, DIRECTOR

PLANS FOR CONSTRUCTION OF

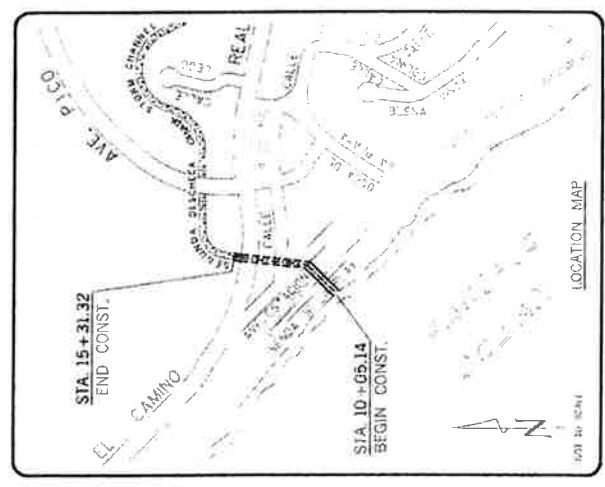
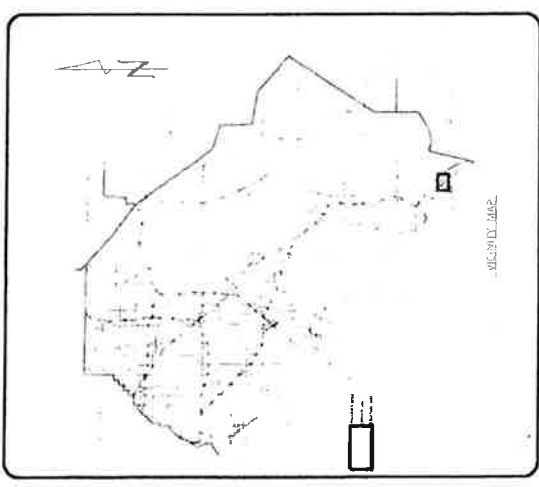
SEGUNDA DESHECHA CAÑADA  
 CHANNEL

FACILITY M02

FROM PACIFIC OCEAN TO  
 U/S OF EL CAMINO REAL

JUNE 1993

FUNDED BY: CITY OF SAN CLEMENTE, FEDERAL HIGHWAY ADMINISTRATION  
 ORANGE COUNTY FLOOD CONTROL DISTRICT, ORANGE COUNTY TRANSIT AUTHORITY



INDEX OF SHEETS

- 1 TITLE SHEET
- 2 PLAN AND PROFILE REMOVA
- 3 PLAN AND PROFILE PROPOSED CONSTRUCTION
- 4 SUB STRUCTURE AND DETAILS
- 5 VERTICAL ALIGNMENT, SPALLS, AND DETAILS
- 6 TRANSITION DETAILS

06/14/93 SHEET

BY: S.A. RUANE (SHEET)

RECORD DRAWINGS

PROJECT ENGINEER: OFRILE, SHERIDAN  
 PROJECT MANAGER: SHERIDAN, SHERIDAN  
 SUPERVISOR: SHERIDAN, SHERIDAN  
 DESIGNER: SHERIDAN, SHERIDAN  
 CHECKER: SHERIDAN, SHERIDAN  
 CONTRACTOR: SHERIDAN, SHERIDAN  
 COMPLETE: SHERIDAN, SHERIDAN

UTILITY OWNER

UTILITY	OWNER	FIGURE NO.	CONTRACT
WATER	STATE	10	100-145-00
SEWER	CITY	10	100-145-00
STORM	CITY	10	100-145-00
TELEPHONE	AT&T	10	100-145-00
POWER	PG&E	10	100-145-00
RAILROAD	UPRR	10	100-145-00
OTHER			

BENCH MARK

BASIS OF BEARINGS

DESCRIPTION

NO.	DESCRIPTION	DATE	APPROVED

W. V. V. 100  
 DATE: 06/14/93

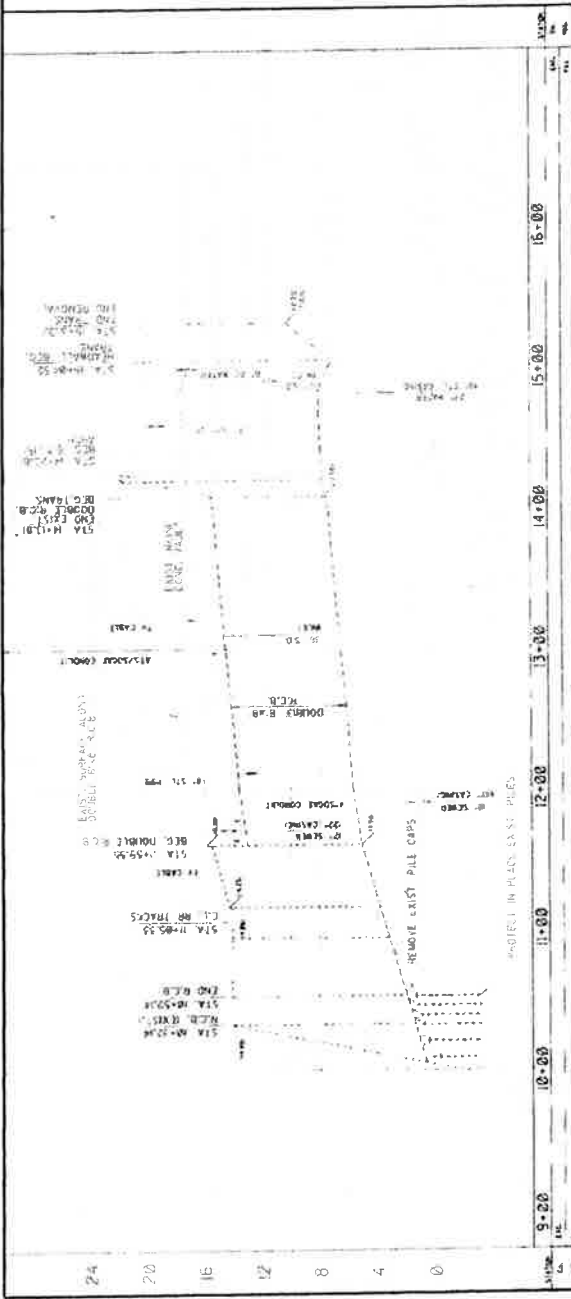
SHEET 1 OF 8

EMA - PUBLIC WORKS

APPROVED: CITY OF SAN CLEMENTE

APPROVALS

100-145-00



**CONSTRUCTION NOTES (REMOVAL)**

1. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
2. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
3. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
4. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
5. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
6. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
7. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
8. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
9. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
10. ALL EXISTING CANALS SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.

**UNDERGROUND UTILITIES DISPOSITION NOTES**

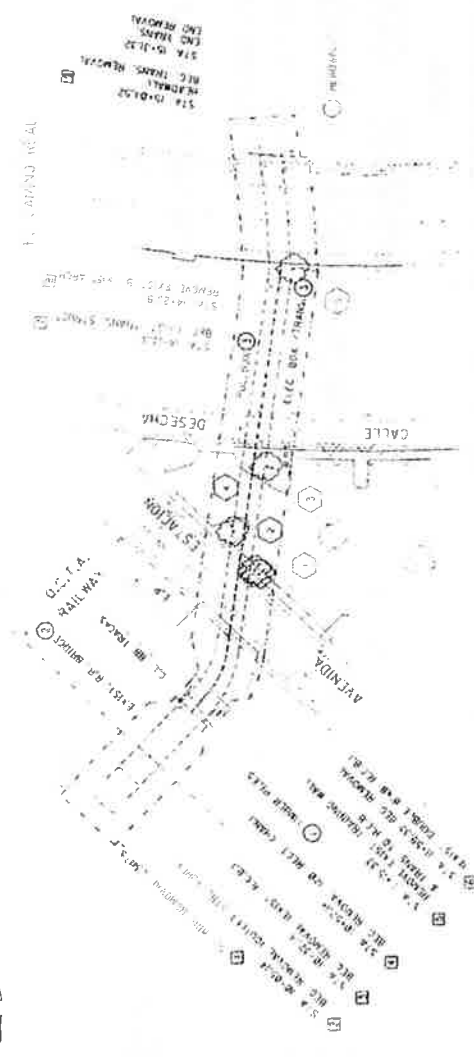
1. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
2. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
3. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
4. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
5. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
6. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
7. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
8. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
9. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
10. ALL EXISTING UNDERGROUND UTILITIES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.

**TREE SCHEDULE**

- 1. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 2. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 3. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 4. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 5. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.

**LEGEND**

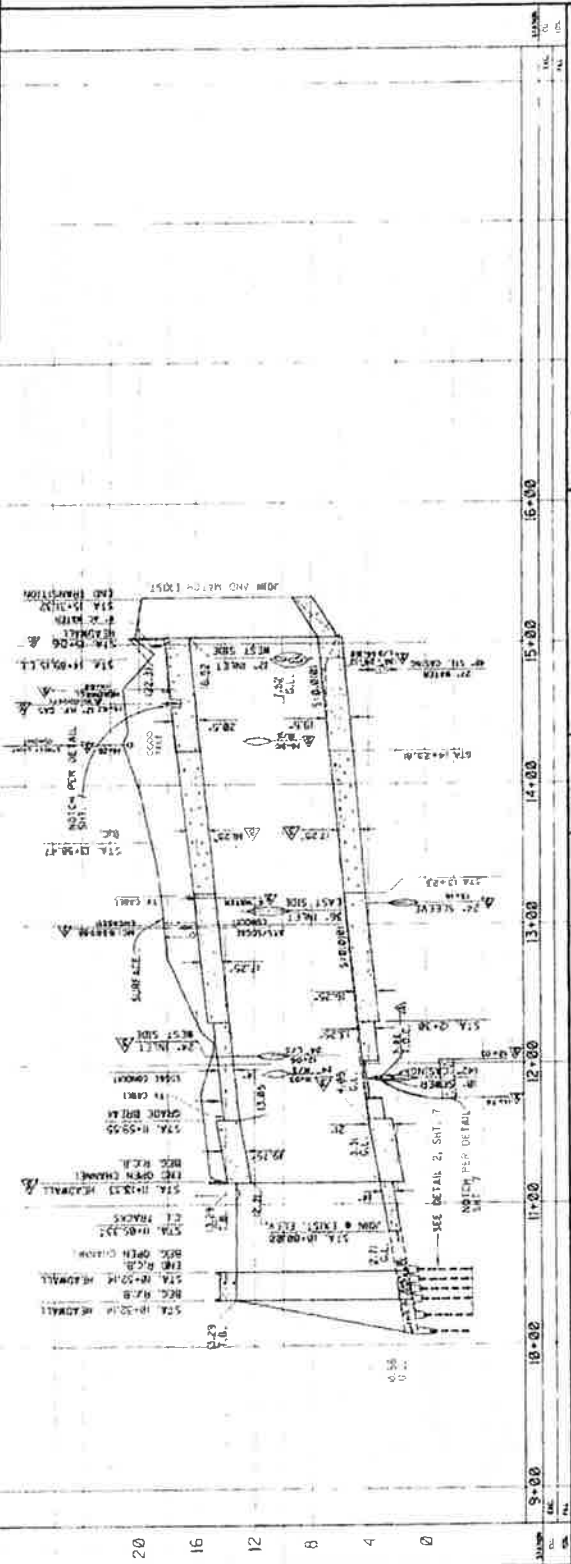
- 1. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 2. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 3. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 4. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.
- 5. ALL EXISTING TREES SHALL BE REMOVED TO THE PROPOSED CHANNEL CENTERLINE.



ORANGE COUNTY  
ENVIRONMENTAL MANAGEMENT AGENCY

SEGUNDA DE SECHIA  
CANADA CHANNEL  
REMOVAL  
PLAN & PROFILE

DATE: 10/15/10  
SCALE: 1\"/>



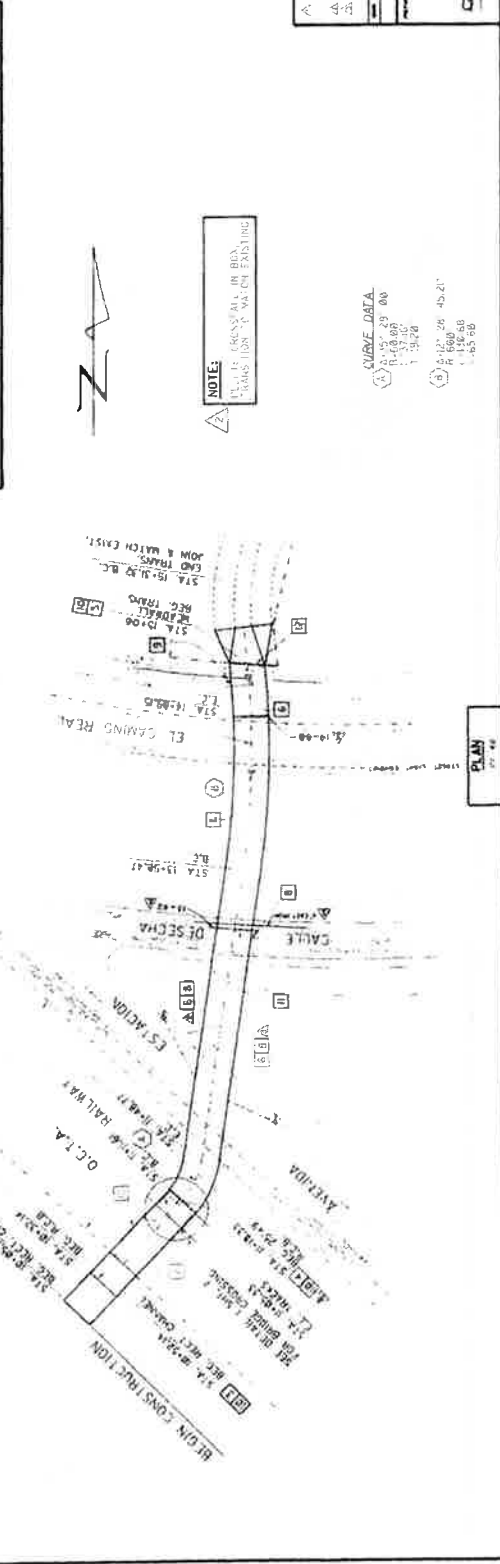
**HYDRAULIC DATA**

Station to Station	O	B	F	S	a+	Sn	Va	F	OB
10+00 to 11+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11+00 to 12+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12+00 to 13+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13+00 to 14+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14+00 to 15+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15+00 to 16+00	415.00	415.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**PROFILE**

VERTICAL CURVE

VERT. CURVE



- CONSTRUCTION NOTES**
1. DETAILS OF ALL STRUCTURES SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  6. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  8. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  9. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  10. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  11. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  12. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  13. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  14. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  15. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  16. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  17. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  18. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  19. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.
  20. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CANADIAN NATIONAL BUILDING CODE.

**CHANCE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY**

**SEGUNDA DE SHECHA CANADA CHANNEL CONSTRUCTION PLAN & PROFILE**

DATE: 12/12/11  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

SHEET NO. 3 OF 8



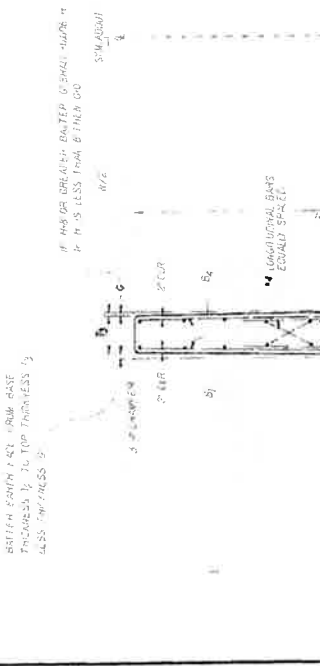
# REINFORCED CONCRETE RECTANGULAR CHANNEL

## REINFORCEMENT STEEL SCHEDULE

STATION LIMITS		SECTION DATA		QUANTITIES		REINFORCEMENT STEEL SCHEDULE									
		SIZE	THICKNESS (INCHES)	CONCRETE (CY)	STEEL (LBS)	B1	B2	B3	B4	B5	B6	B7	B8	B9	LONGITUDINAL BARS
10+00.00	10+05.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+05.00	10+10.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+10.00	10+15.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+15.00	10+20.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+20.00	10+25.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+25.00	10+30.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+30.00	10+35.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+35.00	10+40.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+40.00	10+45.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1
10+45.00	10+50.00	12" x 12"	8"	1.5	1000	1	1	1	1	1	1	1	1	1	1

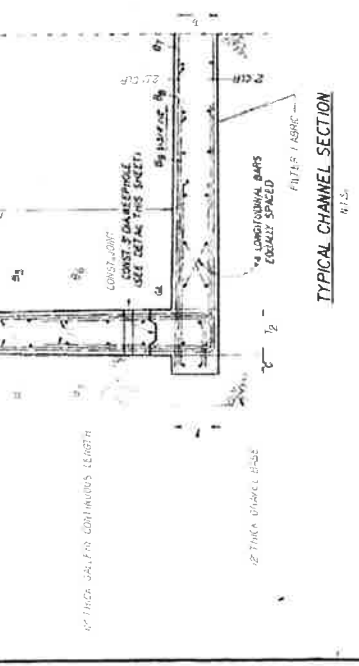
### NOTES

1. Dimensions shown in feet and inches to nearest 1/8" for steel, otherwise shown to nearest 1/4" for concrete.
2. All reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
3. All reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
4. The longitudinal bars shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
5. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
6. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
7. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
8. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
9. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.
10. The reinforcement shall be furnished in lengths as indicated on the schedule of reinforcement for the full length of the channel.



### REINFORCEMENT STEEL SCHEDULE

STATION	SECTION DATA	QUANTITIES	REINFORCEMENT STEEL SCHEDULE
10+00.00	12" x 12" 8"	1.5	1
10+05.00	12" x 12" 8"	1.5	1
10+10.00	12" x 12" 8"	1.5	1
10+15.00	12" x 12" 8"	1.5	1
10+20.00	12" x 12" 8"	1.5	1
10+25.00	12" x 12" 8"	1.5	1
10+30.00	12" x 12" 8"	1.5	1
10+35.00	12" x 12" 8"	1.5	1
10+40.00	12" x 12" 8"	1.5	1
10+45.00	12" x 12" 8"	1.5	1
10+50.00	12" x 12" 8"	1.5	1



**REINFORCEMENT STEEL SCHEDULE**

STATION: 10+00.00 TO 10+50.00

SECTION DATA: 12" x 12" 8"

QUANTITIES: 1.5

REINFORCEMENT STEEL SCHEDULE: 1

**REINFORCEMENT STEEL SCHEDULE**

STATION: 10+00.00 TO 10+50.00

SECTION DATA: 12" x 12" 8"

QUANTITIES: 1.5

REINFORCEMENT STEEL SCHEDULE: 1

**REINFORCEMENT STEEL SCHEDULE**

STATION: 10+00.00 TO 10+50.00

SECTION DATA: 12" x 12" 8"

QUANTITIES: 1.5

REINFORCEMENT STEEL SCHEDULE: 1

**REINFORCEMENT STEEL SCHEDULE**

STATION: 10+00.00 TO 10+50.00

SECTION DATA: 12" x 12" 8"

QUANTITIES: 1.5

REINFORCEMENT STEEL SCHEDULE: 1

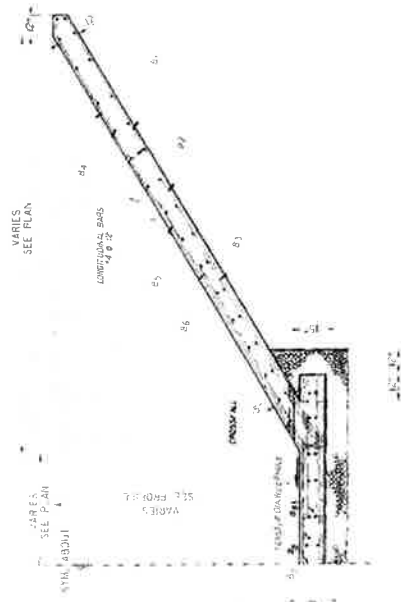
**REINFORCEMENT STEEL SCHEDULE**

STATION: 10+00.00 TO 10+50.00

SECTION DATA: 12" x 12" 8"

QUANTITIES: 1.5

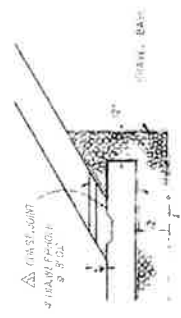
REINFORCEMENT STEEL SCHEDULE: 1



TYPICAL RC TRANSITION SECTION DETAIL  
NOTES

- NOTES
1. All details to be checked to determine if they are suitable for use in the proposed structure.
  2. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  3. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  4. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  5. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  6. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  7. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  8. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  9. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  10. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  11. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  12. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  13. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  14. Reinforcement bars shall be provided in the transition zone as shown in the drawing.
  15. Reinforcement bars shall be provided in the transition zone as shown in the drawing.

WEEPHOLE AND CONSTRUCTION JOINT DETAILS  
NOTES



DESIGN DATA  
 Loads HS 20-44  
 5' x 10' in 12' for E.P.P  
 Interval 40' for E.P.P  
 12' x 12' x 12' for 20' E.P.P  
 Reinforcing Steel 5' x 14' x 12' for 16' x 12' x 12'  
 R. 1. BA

REINFORCEMENT STEEL SCHEDULE

SECTION	B1	B2	B3	B4	B5	B6	B7	LONGITUDINAL BARS	QUANTITIES
SECTION 1	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 2	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 3	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 4	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 5	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 6	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 7	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 8	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 9	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'
SECTION 10	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'	12' x 12' x 12'

NET STEEL QUANTITIES INCLUDE LOSS IN BAR OF 17%.

VARIES TO MATCH ADJACENT SECTIONS

ALL DIMENSIONS SHALL BE IN FEET AND INCHES.

ORANGE COUNTY  
 ENVIRONMENTAL MANAGEMENT AGENCY  
 2500 N. STATE ST., SUITE 100  
 SANTA ANA, CALIFORNIA 92705  
 (714) 271-1100

TRANSITION DETAILS

DATE: 10/15/11  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO.: 11-111

6



1. THIS WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE 1995 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, MICHIGAN. ALL MATERIALS AND METHODS TO BE USED SHALL BE APPROVED BY THE ENGINEER.

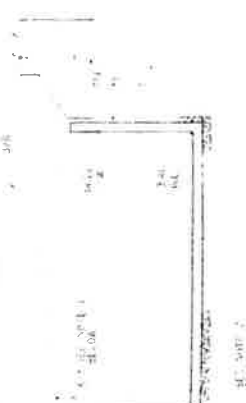
2. APPROVAL FOR THE PROPOSED WORK SHALL BE OBTAINED FROM THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

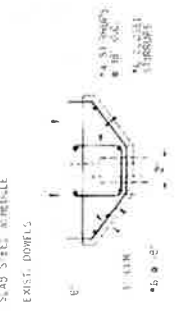
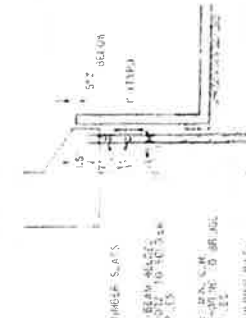
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL MAINTAIN THE BRIDGE OPEN TO TRAFFIC AT ALL TIMES.

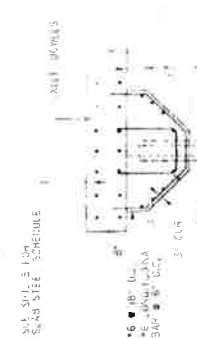


BRIDGE CROSSING DETAIL

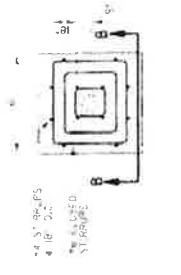
SHORING DETAIL



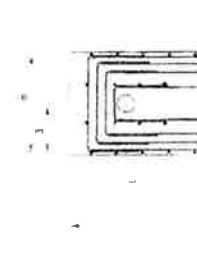
SECTION B



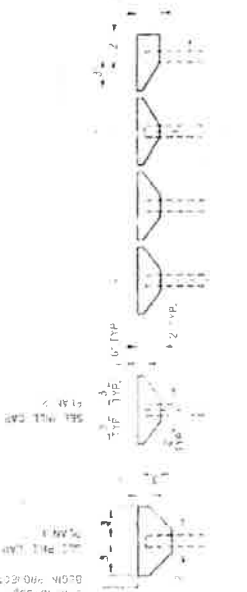
SECTION A



SECTION A



PILE CAP PLAN 1



PILE CAP PLAN 2

PILE CAPS DETAIL (2)



HEADWALL DETAIL

1. CONSTRUCTION TO BE IN ACCORDANCE WITH THE 1995 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, MICHIGAN. ALL MATERIALS AND METHODS TO BE USED SHALL BE APPROVED BY THE ENGINEER.

2. APPROVAL FOR THE PROPOSED WORK SHALL BE OBTAINED FROM THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

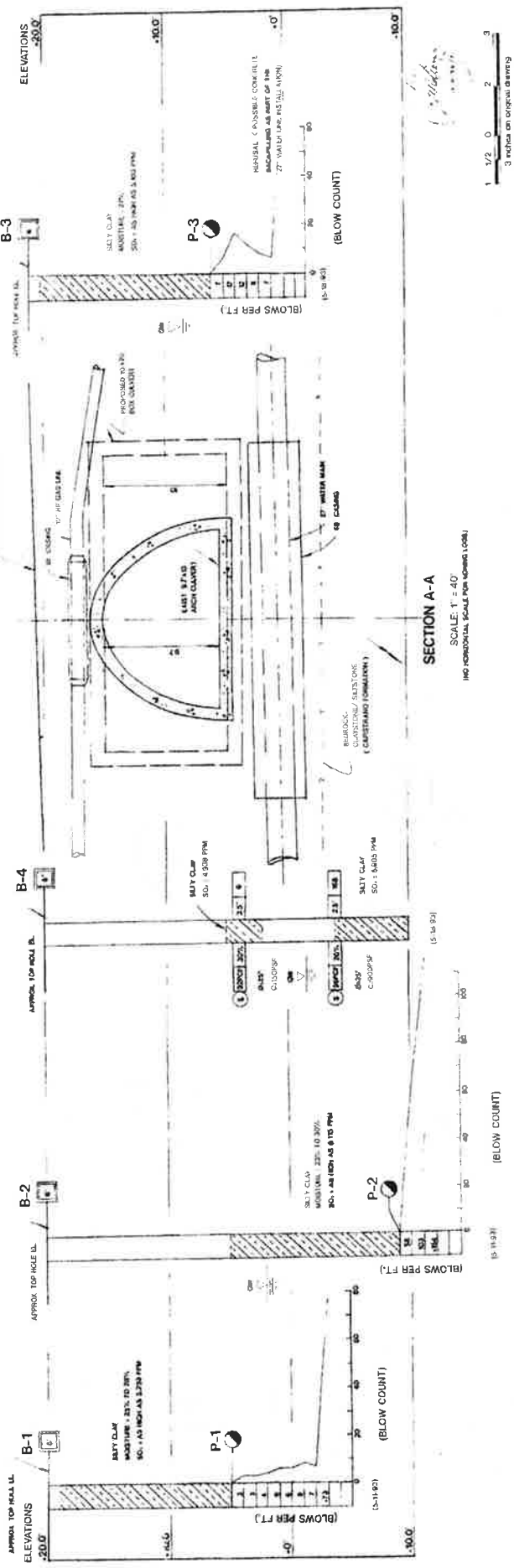
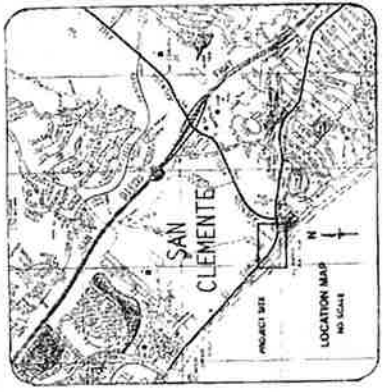
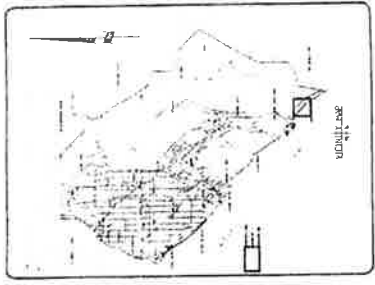
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL MAINTAIN THE BRIDGE OPEN TO TRAFFIC AT ALL TIMES.

<b>GRAND COUNTY ENVIRONMENTAL MANAGEMENT AGENCY</b> 1000 W. WASHINGTON ST. GRAND RAPIDS, MI 49503	
PROJECT: BRIDGE OVER RIVER AT GRAND RAPIDS	
DRAWING NO.: 15-04-36	
DATE: 11/15/04	
SCALE: AS SHOWN	
SHEET NO.: 7 OF 7	



**SECTION A-A**  
SCALE: V: 4"  
NO HORIZONTAL SCALE FOR BORING LOGS

ORANGE COUNTY  
**ENVIRONMENTAL MANAGEMENT AGENCY**

**PROPOSED BOX CULVE**  
AT  
EL CAMINO REAL  
BORING LOGS  
& PENETROMETERS

**LEGEND OF EARTH MATERIALS CONSISTENCY CLASSIFICATION**

Symbol	Material Description	Consistency Classification
[Symbol]	CLAY	OH
[Symbol]	CLAY	ML
[Symbol]	CLAY	CH
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL
[Symbol]	CLAY	CL

**LEGEND OF BORING OPERATIONS**

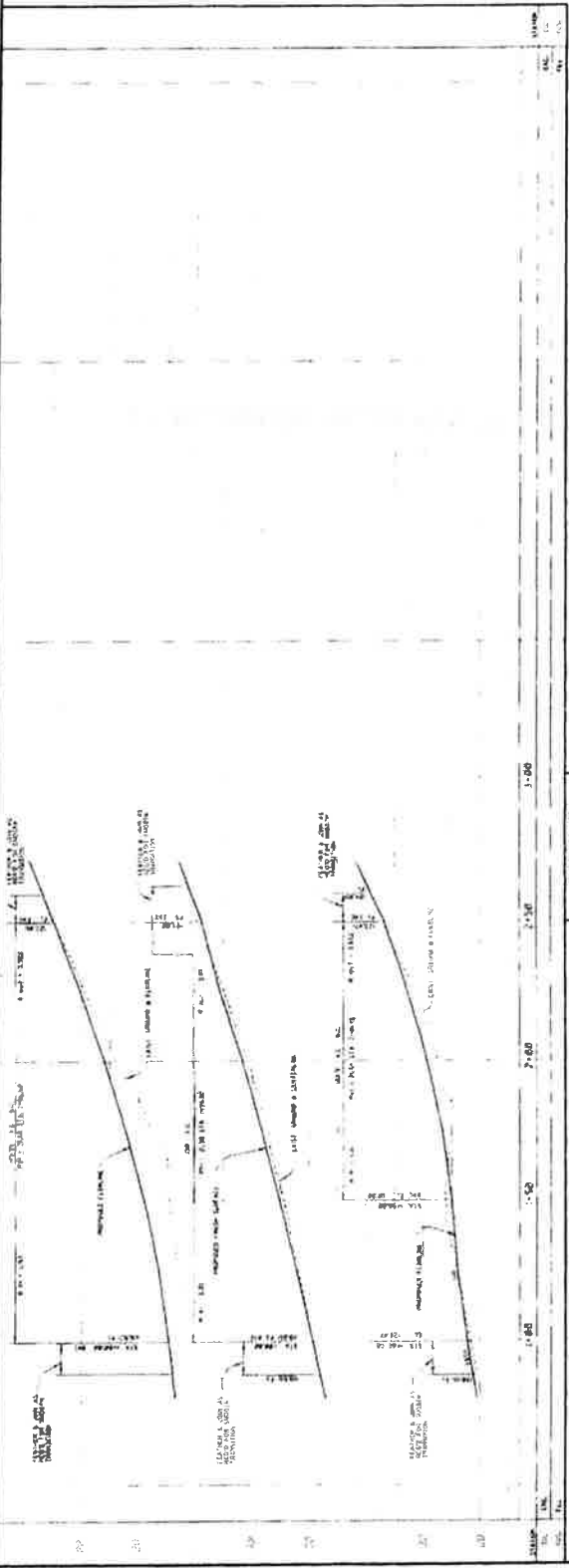
**LEGEND OF BORING MATERIALS**

**SIZE CLASSIFICATION**

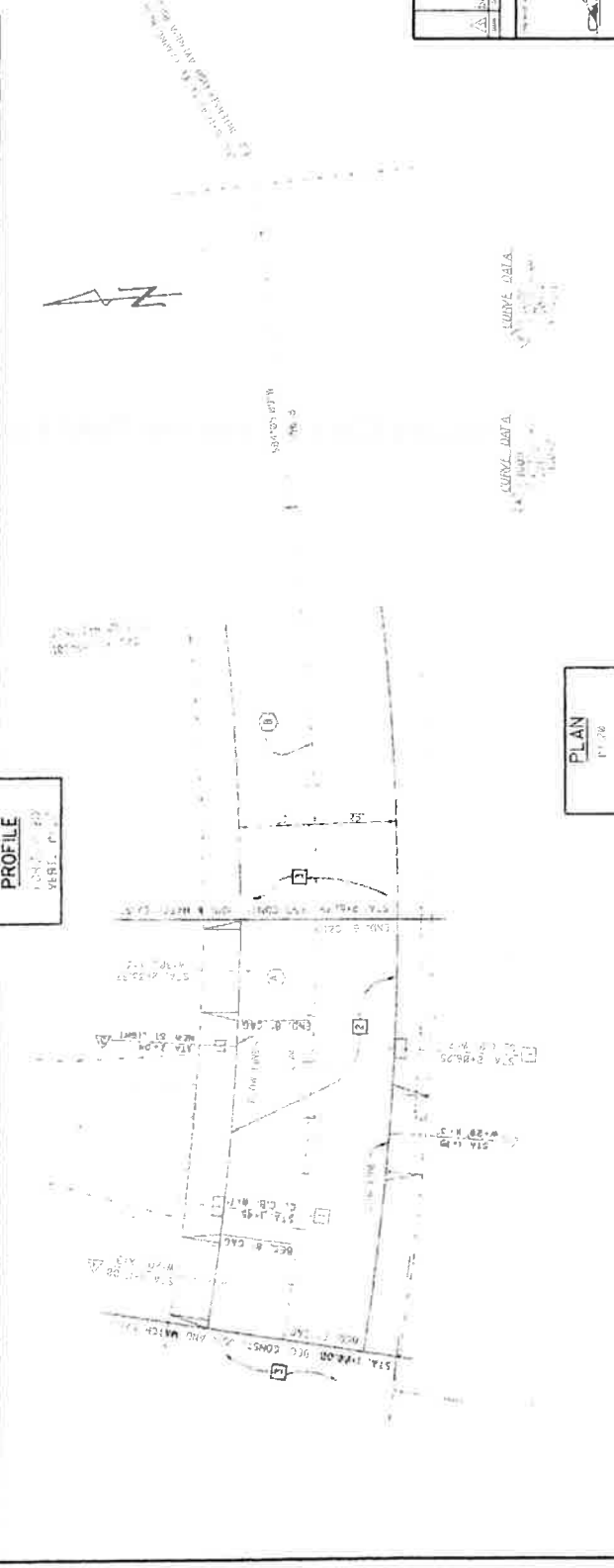
1/8"	0.075
NO. 20	0.075
NO. 40	0.045
NO. 60	0.025
NO. 100	0.015
NO. 200	0.0075
NO. 425	0.00375

DATE: 10/2/95  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

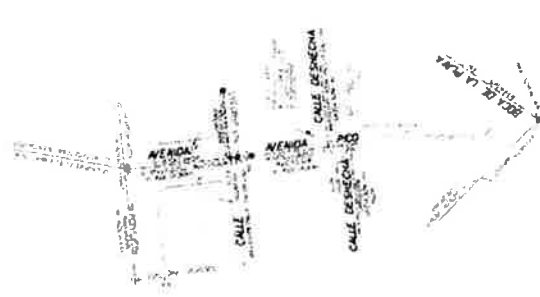
- CONST. FUNCTION - NOTES**
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EIR AND THE EIR/CEQA REPORTS FOR THE PROJECT.
  - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EIR AND THE EIR/CEQA REPORTS FOR THE PROJECT.
  - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE EIR AND THE EIR/CEQA REPORTS FOR THE PROJECT.



**PROFILE**  
 LOOKING EAST  
 VERT. CURVE



**PLAN**  
 1" = 72'



**RECORD DRAWING**

GRANDE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY	
PAVING PLAN	
ET CAMINO REAL	
DATE	8A
BY	MDZ
CHKD	

**DRAFT CITY STANDARD PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT  
FOR [IDENTIFY PROJECT]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and \_\_\_\_\_ of \_\_\_\_\_ [address] hereinafter referred to as the "CONTRACTOR".

RECITALS:

- A. CITY requires professional [identify type of service] services to be performed at or in connection with [identify project].
- B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.
- C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1  
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until [Insert Termination Date], unless terminated earlier pursuant to the terms hereof. Notwithstanding the forgoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement, CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work

to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

### 1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

### 1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

#### 1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

#### 1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

#### 1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY

reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

#### 1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application. (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

#### 1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

#### 1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.



1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2  
RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3  
PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), including all amounts payable to

CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

### 3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

### 3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

## ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

ARTICLE 5  
INDEMNITY AND INSURANCE

5.1 Indemnification

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A "LICENSED DESIGN PROFESSIONAL" AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A "LICENSED DESIGN PROFESSIONAL":**

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR's officers, agents, employees, representatives, or subcontractors [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

## 5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: \_\_\_\_\_

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6  
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7  
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at [address], and to the City of San Clemente, [address], San Clemente, California \_\_\_\_\_, Attention: [specify].

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee or commission from the award or making of this Agreement. For breach

or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.4 Liquidated Damages.

**APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.**

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS: \_\_\_\_\_ CITY'S INITIALS: \_\_\_\_\_

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

#### 7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and 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 and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

#### 7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

#### 7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

#### 7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

#### 7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.



7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

**[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]**

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End – Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

APPROVED AS TO FORM:  
RUTAN & TUCKER

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By: \_\_\_\_\_  
Finance Authorization

\_\_\_\_\_  
("CONTRACTOR")

Contractor's License Number \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

EXHIBIT "A"

SCOPE OF SERVICES

[To be inserted by CITY]

[Scope of Services should include complete description of scope of work, identification of Project team, and payment schedule by task. See Sections 1.2, 1.4, and 3.1 of Agreement]

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

[To be inserted by CITY]

[See 1.3 of Agreement]

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**

- I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.
  
- I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

- I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Workermans'  
Comp

882/062266-0001  
773382.08 a00/00/00

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contracting Firm

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN SERVICES FOR NORTH BEACH/EL CAMINO REAL  
BEACH PARKING LOT PROJECT NO. 13813

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 20<sup>th</sup> day of August, 2013 (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and Gable Engineering Inc., of 2700 W. Coast Highway, Suite 220, Newport Beach, California 92663, hereinafter referred to as the "CONTRACTOR".

RECITALS:

- A. CITY requires professional engineering services to be performed at or in connection with, preliminary design, final design and construction period support services for the North Beach/El Camino Real Beach Parking Lot Project No. 13813.
- B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.
- C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1  
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until **December 30, 2015**, unless terminated earlier pursuant to the terms hereof. Notwithstanding the forgoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement,

CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

### 1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

### 1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.



Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

#### 1.5 Cooperation and Coordination of Work With CITY & Other Funding Agencies

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

#### 1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

#### 1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to the standard of quality and workmanship prevalent in the industry for such services and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional

disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

#### 1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

#### 1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

#### 1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

#### 1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

## ARTICLE 2 RESPONSIBILITIES OF CITY

### 2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

### 2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

## ARTICLE 3 PAYMENT

### 3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of total for each task set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). CONTRACTOR will perform tasks set forth in Exhibit "A" at hourly rates of compensation provided in Exhibit "A" based on actual time spent on tasks identified in Exhibit "A". The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed Eighty Nine Thousand Two Hundred Sixty Dollars (89,260), including

all amounts payable to CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

### 3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

### 3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

## ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

## ARTICLE 5 INDEMNITY AND INSURANCE

## 5.1 Indemnification

### **FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A "LICENSED DESIGN PROFESSIONAL" AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

### **FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A "LICENSED DESIGN PROFESSIONAL":**

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR's officers, agents, employees, representatives, or subcontractors [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

## 5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.
- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;

- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: \_\_\_\_\_

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

#### ARTICLE 6 TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses

reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

## ARTICLE 7 MISCELLANEOUS

### 7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

### 7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at 2700 W. Coast Highway, Suite 220, Newport Beach, California 92663 and to the City of San Clemente, 910 Calle Negocio, San Clemente, California 92672, Attention: City Engineer.

### 7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee or commission from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

### 7.4 Liquidated Damages.



**APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.**

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS: \_\_\_\_\_ CITY'S INITIALS: \_\_\_\_\_

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and 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 and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

#### 7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

#### 7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

#### 7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

#### 7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

#### 7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs

for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

**[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]**

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End – Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: Robert Bahr

Its: MAYOR

Dated: August 20, 2013

ATTEST:

John M. Bunde  
CITY CLERK of the City of  
San Clemente, California

APPROVED AS TO FORM:  
RUTAN & TUCKER

By: [Signature]  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By: [Signature]  
Finance Authorization

Gable Engineering, Inc.  
("CONTRACTOR")

RCE  
Contractor's License Number 44717

By: MARK READER, PRESIDENT

Its: [Signature]

Dated: AUGUST 02, 2013

EXHIBIT "A"

SCOPE OF SERVICES

[Scope of Services should include complete description of scope of work, identification of Project team, and payment schedule by task. See Sections 1.2, 1.4, and 3.1 of Agreement]

## EXHIBIT "A"

Gable Engineering Inc.(CONTRACTOR) has assembled a group of professionals who offer the City of San Clemente the skills and knowledge required to move from conceptual design to construction documents. All firms listed below are committed to assist the City toward a successful completion of the project.

Lead Consultant/ Project Management	Gable Engineering Inc.
Civil Engineering	Gable Engineering Inc.
WQMP and Erosion Control	Gable Engineering Inc.
Landscape Architect	Borthwick Guy Bettenhausen (BGB) Inc.
Project Surveyor	Rosell Surveying Inc.
Geotechnical Consultant	LGC Geotechnical Inc.
Electrical Engineering	LRA Electrical Consulting Engineers

The CONTRACTOR shall address the following design elements:

- Provide Boundary and topographic survey with recorded easements
- Review construction plans and structural design of the OCFD box culvert
- Perform geotechnical studies and field investigations
- Prepare 30% complete project plan
- Provide renderings for public presentations and approval by City's design review committee.
- Coordination with SDG&E for proposed improvements including lighting, pay station and electrical car charging station(s)
- Prepare a Preliminary and Final WQMP
- Provide preliminary cost estimate
- Provide support for Coastal Commission approval
- Prepare 50%, 90% and 100% design plans
- Project specifications, bid form and construction sequencing.
- Construction Period Design Support Services
- ADA accessible path of travel from parking lot southerly of Calle Deshecha

This proposal is in strict compliance with the Request for Proposal except for the items listed:

1. A budget fee for assisting with obtaining a Coastal Development Permit is provided. Should additional effort be requested by the City which exceeds the budget then a fee for additional services will be discussed.
2. Subsurface exploration and report will only address the geotechnical issues associated with the site and will not address any environmental issues.
3. A current title report will need to be provided by the client in order to plot any vacations, takings and/or restrictions that may affect the subject property.

Background and Approach

The City of San Clemente owns a vacant parcel of land bounded by El Camino Real to the East, Ichibiri Restaurant to the South, Calle Deshecha to the West, and Kaylani Coffee to the North. The RFP issued by the city includes a conceptual design for a surface beach parking lot, including about 33 parking spaces on the lot. This preliminary design meets the city's guidelines for safety, ease of access to the beach, sense of entry, landscaping, integration of improvements with surrounding properties, view quarter opportunities, and design of adjacent sidewalks. The design will also provide for electrical car charging stations within the beach parking lot. Our consultant team will work with the City of San Clemente to finalize the preliminary design, final design, and construction period design support services.

The North Beach/El Camino Real beach parking lot serves as a gateway element to the City, evoking to these historic roots. The detailing of the walls, entry portal, and succulent-laced landscape accented with Bougainvillea will be in concert with the imagery the City has conceptualized that emulates this iconic styling.

#### PRELIMINARY DESIGN

- A comprehensive Topographic and Legal Boundary Survey will be provided for the vacant parcel. The field survey will determine the location of any existing monumentation in order to ascertain the property boundary and easement lines. Permanent Monuments will be set at the corners of the property should they be required and a Record of Survey or Corner Record will be filed with the appropriate municipality as required by the California Land Surveyor's Act. The topographic survey will indicate spot elevations at 25 foot grid cross sections and elevations will be based on a locally published benchmark. One foot contours will be provided on the ACAD site survey plan. All visible site improvements including utilities and trees four inches and larger will be indicated. Offsite improvements surrounding the vacant parcel will include curbs, gutters, sidewalk, pavement, pavement striping, drainage improvements, landscaping, irrigation, lighting, existing retaining walls, retaining curbs, and other pertinent information.
- Research of wet utilities adjacent to the project site which will include water service mains, sewer mains, and storm drain main lines will be determined. Size, location and depth of these utilities will be added to the survey topo base sheet. It is assumed for this proposal that research of dry utilities will be coordinated with the City of San Clemente through Underground Service Alert prior to the field survey. At the time of the field survey, the field surveyors can locate the paint marks for the existing dry utility locations. The dry utilities will then be provided on the ACAD site survey plan. The city will provide the consultant team with the service planners' contact information such that existing utility maps can be obtained from the utility providers as well.
- Review of construction plans and structural design for the flood control channel (referred as Segunda Deshecha Canada (M02) channel located under the proposed beach parking lot and determine the box culvert can support the traffic loads.
- Geotechnical Services are proposed by LGC Geotechnical Inc. whose offices are based in San Clemente. Their scope of Services is as follows:

- Review readily available geotechnical background information, including in-house regional geologic maps and published geotechnical literature, and previous geotechnical reports for nearby projects.
- Coordinate and mobilize for the subsurface work, including geotechnical site reconnaissance and proposed boring mark-out. Utility clearance will be conducted through Underground Service Alert (USA). We assume no responsibility for damage to unmarked buried utility lines.
- Obtain a boring permit and no fee encroachment permit from the City of San Clemente.
- Subsurface exploration consisting of excavation of 3 hollow-stem auger borings drilled to depths of 5, 25 and 25 feet below current grade, or practical refusal (whichever comes first). An engineer or geologist from our office will be onsite to coordinate the work, collect samples, and log the borings. The borings will be backfilled with the excavated soil cuttings and capped with asphalt cold patch (where applicable). Some settlement of the boring backfill should be expected. The borings will be drilled in the northeast and southwest portions of the site in order to avoid the existing subsurface concrete box storm drain channel.
- Perform Standard Penetration Test (SPT) and Modified California Ring sampling at selected drilling intervals (typically 5 vertical feet) and record the blow count required to advance the sampler.
- Install one field infiltration testing standpipe for on-site infiltration testing at a depth of 5 feet below existing grade. A geologist or engineer will pre-soak the test location during drilling as described above, and return the following day with water level testing equipment to perform the test. The locations will be backfilled at completion of testing.
- Obtain in-situ and bulk samples for classification and geotechnical laboratory testing.

Note: LGC's subsurface exploration and report will only address the geotechnical issues associated with the site and will not address any environmental issues.

- Coordinate with San Diego Gas and Electric to provide for proposed improvements including lighting, parking pay stations, and electrical car charging stations.
- Prepare 30 percent complete project plans to include the scope of services listed above. Landscape Architecture, Electrical and Civil Engineering Design will include details of site improvements, wall elevations, site entry details, adjacent sidewalk improvements, irrigation, electrical improvements and transitions to adjacent properties will be provided.

#### Landscape Architecture:

BGB, Inc. will provide aesthetic design guidance for the project in establishing the landscape vernacular as expressed by the conceptual design. An attractive Eco-friendly solution that exceeds State mandated water conservation requirements, incorporates sustainable design elements, and evokes the Spanish influence that will showcase this gateway project.

#### Civil Engineering



The existing vacant parcel of land slopes from El Camino Real towards Calle Deshecha and also slopes towards the north, with the low point occurring at the north-west corner of the parcel. The proposed grading of the beach parking lot will follow the natural contouring of the existing vacant parcel. This beach parking lot will have a similar slope as the Ichibiri Restaurant parking lot to the south. There is the opportunity to flatten out the grading to provide a gentler slope, especially to become more pedestrian friendly. This slight wedge excavation could create needed cut to replace volume lost to shrinkage from required over-excavation per geotechnical requirements. The grading design will include an earthwork analysis to avoid costly import or export from the site.

#### Preliminary Water Quality Management Plan:

Prepare a water quality management plan consistent with city requirements and those are the San Diego regional water quality control board. This project will be considered a priority project and treatment controlled features could include fossil filtered catch basin with percolation. The drainage will be collected at the southeast corner of the site and there are several options to treat the low flow drainage. One option is to construct a fossil filter to a fossil filter type catch basin to collect oils and grease and other contaminants from the parking lot before it enters underground detention chamber. We have included a percolation study in the geotechnical report to address the issue of percolation. Another option is along the westerly side and southerly side of the beach parking lot, there may be the opportunity to construct bio-swales where the runoff from the beach parking lot could be treated with bio-swales. Ultimately, the runoff from the beach parking lot will not be designed to connect to the box culvert under the parking lot, but instead a series of parkway culverts under the sidewalk of Calle Deshecha is proposed.

#### Electrical Engineering Services:

LRA Electrical Consulting Engineers will provide the following scope of services:

1. Preparation of electrical construction documents and technical specifications.
  - a. Parking lot lighting (33 cars).
  - b. Power for electrical car charging station(s).
  - c. Metering/service equipment.
2. Plan check corrections.
3. Coordination with SDG&E.
  - Section views and renderings will be provided for public presentation and approval of the project by the city's design review committee.
  - A preliminary cost estimate will be provided for the 30 percent preliminary complete design plans.

#### Environmental Documentation and Permitting

Support services will be provided by the consultant team to assist the city in obtaining a Coastal Development Permit from the California Coastal Commission.

## FINAL DESIGN

- The consultant team will submit to the city 50 percent, 90 percent, and 100 percent complete final design plans and specifications for public bidding of a project. All city design review comments for the 50, 90 percent complete documents will be addressed prior to finalizing the project design.
- The consultant team will revise the city provided standard front end documents for the project to include in the project specifications. Provide bid form. Identify construction sequencing.
- Provide Engineers Cost Estimate for Final Design

## CONSTRUCTION PERIOD DESIGN SUPPORT SERVICES

- Answer questions and provide contract addendum during bid period.
- Review and approve contractors' submittals.
- Attend construction progress meetings as requested.
- Provide responses to the contractors request for information.
- Provided for final inspection of construction.
- Provide record drawings.

## ADA PATH OF TRAVEL

A new crosswalk will provide for pedestrians a marked access to cross Calle Deshecha from the proposed beach parking lot to the existing parking lot to the south. There is an existing ADA accessible ramp at the existing parking lot which is substandard. A topographic survey of the existing parking area to the south will be provided. Civil engineering design to upgrade the existing ramps for ADA will be provided. Striping plan compliant with ADA standards will be designed for the parking stall next to existing path for temporary use of this stall for ADA without permanent ADA signage.

PAYMENT SCHEDULE

Project Cost Sheet

North Beach / El Camino Real Beach Parking Lot

July 31, 2013

	GE Principal \$140	GE Project Engineer \$115	GE Senior CAD \$95	Admin \$65	Total Hours	
<b>Task 1- Preliminary Design</b>						
Kick-off Meeting	4				4	\$560
Utility Research, Coord. With USA, Input in ACAD base	8		12		20	\$2,260
Site Reconnaissance	4				4	\$560
Review Flood Control Plans & Verify Structural Design	8				8	\$1,120
Preliminary Grading Design & Sections	8	20	8	4	40	\$4,440
ADA Access to South Parking Lot	8	8	8			\$2,800
Coordination with SDG&E	2	8			10	\$1,200
Preliminary WQMP	8	20	6	10	44	\$4,640
Preliminary Cost Estimate	4	10		2	16	\$1,840
Coordination (City, Client, Agencies & Community Outreach)	24	8		4	36	\$4,540
<b>Subtotal - Task 1</b>					<b>182</b>	<b>\$23,960</b>
<b>Task 2- Final Design- 50%, 90% &amp; 100%</b>						
Final Grading Plans	2	8	12		22	\$2,340
ADA Access to South Parking Lot	8	8	8			\$2,800
Final WQMP	4	16	8		28	\$3,160
Support to City Staff to obtain CDP	8	4	0	4	36	\$1,840
Specifications	8			8	16	\$1,640
Final Cost Estimate	4	10		2	16	\$1,840
Coordination (City, Client, Agencies & Community Outreach)	20			4	24	\$3,060
<b>Subtotal - Task 2</b>					<b>142</b>	<b>\$16,680</b>
<b>Task 3- Construction Period Design Support</b>						
Bid Process Review	2				2	\$280
Submittal Review	4				4	\$560
RFI Review & Response	2	4			6	\$740
Pre-final / Final Project Review & Report	4	2		2	8	\$920
<b>Subtotal - Task 3</b>					<b>20</b>	<b>\$2,500</b>
<b>Estimated Reimbursable Expenses for Design Phase (printing)</b>						<b>\$500</b>
<b>Gable Total for Tasks 1 - 3 + expenses</b>						<b>\$45,980</b>
<b>Landscape Architecture Costs</b>						<b>\$26,780</b>
<b>Geotechnical Studies Costs</b>						<b>\$7,500</b>
<b>Boundary and Topographic Survey Costs</b>						<b>\$5,540</b>
<b>Electrical Engineering Costs</b>						<b>\$5,800</b>
<b>Project Total</b>						<b>\$89,260</b>

Total hours 152 130 70 40 344 392

**BGB Project Cost Sheet**  
**Landscape Architecture**

	BGB Principal	BGB Project Manager	BGB Senior CAD	Graphic Renderer	Admin	Total Hours	
	\$140	\$115	\$95	\$125	\$65		
<b>Task 1- Preliminary Design</b>							
Kick-off Meeting	4					4	\$560
Research Records	2					2	\$280
Site Reconnaissance	4					4	\$560
Preliminary Design	4	16	8			28	\$3,160
Sections / Elevations	2	8				10	\$1,200
Rendering (2) views	1			24		25	\$3,140
Cost analysis (Assist)	2	1				3	\$395
Coordination (City, Client, Agencies & Community Outreach)	12				2	14	\$1,810
<b>Subtotal - Task 1</b>						<b>90</b>	<b>\$11,105</b>
<b>Task 2- Final Design- 50%, 90% &amp; 100%</b>							
Construction Plan	2	8	12			22	\$2,340
Construction Details	4	16	8			28	\$3,160
Planting Plan / Details	2	6	12			20	\$2,110
Irrigation Plan / Details	1	4	12			17	\$1,740
Specifications	8					8	\$1,120
Cost Estimate (Assist)	2	1				3	\$395
Coordination (City, Client, Agencies & Community Outreach)	12				2	14	\$1,810
<b>Subtotal - Task 2</b>						<b>112</b>	<b>\$12,675</b>
<b>Task 3- Construction Period Design Support</b>							
Bid Process Review	2					2	\$280
Submittal Review	4					4	\$560
RFI Review & Response	2	4				6	\$740
Pre-final / Final Project Review & Report	4	2			2	8	\$920
<b>Subtotal - Task 3</b>						<b>20</b>	<b>\$2,500</b>
<b>Estimated Reimbursable Expenses for Design Phase (printing)</b>							<b>\$500</b>
<b>BGB Total for Tasks 1 - 3 + expenses</b>							<b>\$26,780</b>

Total hours 74 66 52 24 6 222 222

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

[See 1.3 of Agreement]

Milestone	Date
Kickoff Conference.....	September 18, 2013
Concept Plans Submitted to City for Review.....	December 4, 2013
Design Review Committee Meeting.....	December 11, 2013
Planning Commission	January 8, 2014
Submittal Application to Coastal Commission .....	February 5, 2014
Coastal Commission Permits Obtained.....	July 15, 2014
50% Plans Submitted to City for Review .....	March 27, 2014
City Completes Review of 50% Plans.....	April 20, 2014
70% Plans Submitted to City for Review.....	June 20, 2014
City Completes Review of 70% Plans.....	July 18, 2014
100% Plan (Phase I) Submittal to City .....	August 15, 2014
Plan Approval by City.....	September 5, 2014
Advertise for Construction.....	September 9, 2014
Bid Opening.....	October 08, 2014
Award Contract.....	November 18, 2014
Construction Start Date.....	December 15, 2014

WORKER'S COMPENSATION INSURANCE CERTIFICATION  
DESIGN SERVICES FOR NORTH BEACH/EL CAMINO REAL PARKING  
LOT PROJECT No. 13813

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier THE HARTFORD

Policy Number \_\_\_\_\_

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: AUGUST 02, 2013

Contracting Firm: Gable Engineering, Inc.

By: 

Title: PRESIDENT

Address: 2700 W. Coast Highway, Suite 220, Newport Beach CA

i:\engineering\projects\pn 13813 - north beach ccr parking lot\11-agreements\gableagree7-31-13.doc

882/062266-0001  
773382.08/20/13

**SUMMARY OF INSURANCE**



**FOR:**  
 GABLE ENGINEERING, INC.  
 2700 W COAST HWY STE 220  
 NEWPORT BEACH CA 92663  
 Phone:

**Prepared: 08-07-2013**

**FAX:**

**BY:**  
 HOME OFFICE  
 NUTMEG INSURANCE AGENCY INC/PHS  
 PO BOX 29611  
 CHARLOTTE NC 28229  
 Phone: (866)467-8730

**025657**

**FAX: (888)443-6112**

<u>ACCOUNT POLICY RECAP</u>	<u>Policy Number</u>	<u>Eff Date</u>	<u>Exp Date</u>	<u>Premium</u>
Workers' Compensation Sentinel Ins Co LTD	02 WEC CN3575	08062013	08062014	\$632.00

**POLICY DETAIL      Policy . Workers' Compensation**

**Policy States:**      CA  
**Location 01 Premises Address**  
 2700 W COAST HWY STE 220  
 NEWPORT BEACH CA, 92663

**Worker's Compensation Coverages**

<u>Employer's Liability Limits</u>	<u>Limit</u>
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000
Each Accident	\$1,000,000

**Individual      Included/Excluded**

<u>Class/Payroll Detail</u>	<u>Class Description</u>	<u>Class Code</u>	<u>Payroll</u>	<u>#of Emp</u>
Location 01 - CA	ENGINEERS-CONSULTING-MECHANICA	8601	\$16,380	

This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.