

CITY OF SAN CLEMENTE

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of January, 2024, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio , San Clemente, California, 92673 ("City") and **LGC Geotechnical, Inc**, a **California Corporation**, with its principal place of business at **131 Calle Iglesia, #200, San Clemente, CA 92672** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional **As-Needed geotechnical & related** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **As-Needed geotechnical & related** consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional **As-Needed geotechnical & related** consulting services for **various utilities, civil, and transportation projects**, ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **As-Needed geotechnical & related** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."

3.1.2 Term. The term of this Agreement shall be from **October 17, 2023 until the work is completed to the City's satisfaction**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

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

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

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

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

3.2.7 City's Representative. The City hereby designates **David Rebensdorf**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

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

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

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed

from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

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

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars (\$50,000.00)** without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any

expenses unless authorized in writing by City, or included in Exhibit "D" of this Agreement.

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

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **If** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **if** the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

3.4 **Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: **LGC Geotechnical, Inc.**
131 Calle Iglesia
San Clemente, CA 92672
ATTN: Kevin B. Colson, Vice President

City: City of San Clemente
910 Calle Negocio
San Clemente, CA 92673
ATTN: Laura Campagnolo, City Clerk

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents

and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the

Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other

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

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

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

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

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

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

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

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be executed electronically with the same force and effect as original ink signatures.

3.6 Subcontracting.

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

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

CITY OF SAN CLEMENTE

By: Andy Hall
Andy Hall (Jan 10, 2024 16:48 EST)
Andy Hall, City Manager

Dated: 1/10/24, 2024

ATTEST:

Laura Campagnolo
Laura Campagnolo (Jan 2, 2024 16:04 PST)
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

Elizabeth A. Mitchell
Elizabeth A. Mitchell (Jan 10, 2024 13:36 PST)
Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY
OF FUNDING:**

Matthew Schmelzer
Finance Authorization

LGC Geotechnical, Inc., A
California Corporation
("CONSULTANT")

By: Kevin B. Colson
Kevin B. Colson (Jan 9, 2024 07:15 PST)
Kevin B. Colson, Vice President

Dated: January 9, 2024

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following services on an as-needed basis as requested by the City:



April 22, 2019

Project No. 10113-01

Mr. Amir Ilkanipour, PE
City of San Clemente, Senior Civil Engineer
910 Calle Negocio, Suite 100
San Clemente, CA 92673

Subject: *Proposal to Provide As-Needed Geotechnical, Materials Testing and Related Professional Services Contracts, City of San Clemente, California*

LGC Geotechnical, Inc. has prepared this Request for Qualifications to provide as-needed geotechnical, materials testing and related professional services. This document is based on your request for proposal (RFP) dated March 2019, our previous experience on similar types of projects, and our local San Clemente experience.

LGC Geotechnical offers an experienced staff of registered civil and geotechnical engineers, engineering geologists, and field technicians. Our personnel are experienced in projects ranging from geologically complicated ancient landslide stabilizations to simple footing inspections. We are also very experienced in infrastructure improvements, such as wet utility installation, street and sidewalk subgrade, aggregate base, and asphalt.

LGC Geotechnical is very experienced and familiar with the major geotechnical issues within in the City of San Clemente including:

- Presence of hillside areas throughout the City which contain potentially unstable bedrock units including the Capistrano Formation and Monterey Formation. Additionally, in the coastal bluff areas along the coastline marine and non-marine terrace deposits are present. Based on regional geologic mapping approximately 40% of the City of San Clemente is mapped as ancient landslides. The risks associated with these geologic units include static slope instability and earthquake induced slope instability.
- Liquefaction and seismically-induced settlement potential in the lower lying areas of the City. These areas are predominately located along Avenida Pico (near the San Clemente High School) and along Avenida De Los Mares. The liquefaction potential is a result of shallow ground-water conditions and seismic activity from one of the nearby active faults.
- Expansive soils throughout the city. These soils impart cosmetic and structural impact on foundations, retaining walls, sidewalks, curb, gutter and roadways.
- Corrosive soils throughout the city. These soils impact concrete mix designs and minimum concrete strengths.

It is critical that the City's on call geotechnical consultant have extensive experience and knowledge of the geotechnical conditions within the City to ensure that these adverse geotechnical conditions are appropriately considered and addressed.

LGC Geotechnical will continue to use our proven management approach which stresses teamwork and communication. Our onsite soil technicians will report back to the project manager throughout the project so that progress, scope, and schedule can be tracked in the office. We understand that communication is critical for projects to proceed in an efficient manner. The lines of communication will be initiated with each project awarded to LGC



Geotechnical by the City and will not end until after the completion and submittal of our final geotechnical report is made for each project.

As we have done on numerous other projects that we have worked on for the City of San Clemente, our technicians will be scheduled on an as needed basis as provided by the City's construction managers. This means that our field technicians will only show up when requested by you and no travel time or mileage reimbursement will be billed. Additionally, we do not have two or four-hour minimum call-outs for our soil technicians. As we have done on other projects in the past, you will likely schedule us more at the beginning of the job while the contractor is getting used to the job and your requirements and less as the job progresses. We understand that there will be periods of time when your construction managers will be comfortable observing some of the geotechnical aspects themselves and there will be times when difficult conditions are encountered or your construction managers are too busy with other projects and they will rely on us more. This is exactly how we have recently provided geotechnical services the City of San Clemente in past and it's proven to be very effective.

Since on-call geotechnical services will be performed on a time and material basis, time is money. Given that our soil technicians will be coming from our San Clemente office, as they have done in the past, our technicians can literally be onsite at a moment's notice. As a result, the contractor can avoid unnecessary delays which will help keep the projects on time. More importantly, no travel time or mileage reimbursement will be charged, as our office is only minutes away from the job site. Our firm is very flexible and is ready to handle requests for professional services on an as-needed basis.

The City of San Clemente Needs a Geotechnical Consulting Firm Who:

- Has experienced engineers, geologists, and technicians who know and understand the Capistrano and Monterey Formations;
- Has experienced soil technicians who recognize when the contractor is not performing work in accordance with the project specifications; and
- Will represent the City's best interest at all times.


LGC Geotechnical is very experienced with the geotechnical setting in San Clemente and how to effectively mitigate these conditions.

LGC Geotechnical Inc.'s work will be managed from our corporate headquarters located at 131 Calle Iglesia, Suite 200, San Clemente, CA 92672, (949) 369-6141.

We sincerely appreciate this opportunity. Should you have any questions, please do not hesitate to contact our office.

Respectfully Submitted,

LGC Geotechnical, Inc.


Dennis Boratyne, GE
Vice President

Distribution: (4) Addressee (4 wet signed copies)

BACKGROUND AND APPROACH

LGC GEOTECHNICAL'S STRENGTHS

As experts in our field, LGC Geotechnical is very well suited to provide geotechnical, engineering geology, and materials testing consulting services to the City of San Clemente.

San Clemente's Geotechnical Setting

LGC Geotechnical is very experienced and familiar with the major geotechnical issues within in the City of San Clemente including:

- Presence of hillside areas throughout the City which contain potentially unstable bedrock units including the Capistrano Formation and Monterey Formation. Additionally, in the coastal bluff areas along the coastline marine and non-marine terrace deposits are present. Based on regional geologic mapping approximately 40% of the City of San Clemente is mapped as ancient landslides. The risks associated with these geologic units include static slope instability and earthquake induced slope instability.
- Liquefaction and seismically-induced settlement potential in the lower lying areas of the City. These areas are predominately located along Avenida Pico (near the San Clemente High School) and along Avenida De Los Mares. The liquefaction potential as a result of shallow ground-water conditions and seismic activity from one of the nearby active faults.
- Expansive soils throughout the city. These soils impart cosmetic and structural impact on foundations, retaining walls, sidewalks, curb, gutter and roadways.
- Corrosive soils throughout the city. These soils impact concrete mix designs and minimum concrete strengths.

Local geotechnical experience and knowledge is essential in dealing with the geologic conditions within the City of San Clemente. The thin, weak, relatively flat-lying clay beds upon which most landslides fail on can be difficult for unexperienced engineers and geologists to identify and appropriately model and analyze. Artificial fill material, derived from the local native materials can be prone to long term settlement, slope creep and surficial failures. It is critical that the City's on call geotechnical consultant have extensive experience and knowledge of the geotechnical conditions within the City to ensure that these adverse geotechnical conditions are appropriately considered and addressed.

LGC Geotechnical's Local Experience

LGC Geotechnical is very experienced with the geotechnical setting in San Clemente and how to effectively mitigate these conditions.

LGC Geotechnical has extensive experience with hillside grading and understands how to design and implement successful engineering solutions to mitigate local geologic conditions. We are either the consultant of record or are serving as a third-party reviewer (plan checker) for the local jurisdictions on projects involving some of the largest landslides in Orange County which were recently developed. Additionally, we have been involved with several large developments, which are located in potential liquefaction areas designated by the State of California. We are familiar with recent technical advances related to the analysis and mitigation of both landslides and liquefaction.

LGC Geotechnical has extensive experience with hillside and coastal bluff stabilization from standard earth moving techniques such as shear keys and earth buttresses, to state-of-the-art techniques such as; dewatering systems, tieback and soil nail walls, mechanically stabilized earth (MSE) walls, and caisson shear pins. We are a premier geotechnical consultant in slope stabilization design and understand how to design and implement successful engineering solutions to mitigate adverse geologic conditions. Our staff has designed and provided our geotechnical services during construction of numerous nail walls, tieback walls, caisson walls, MSE walls, and walls using

various combinations of these stabilization methods as well as other mechanical shoring and stabilization systems. Our projects have included stabilizing coastal bluffs below residential communities, providing shoring for construction of multi-story underground parking for high-rise structures, and stabilizing numerous landslides and slope stability issues of various sizes.

Geotechnical Engineering Services Provided by LGC Geotechnical, Inc.

LGC Geotechnical provides a complete range of geotechnical consulting services. Our major categories of services include: subsurface geotechnical evaluations, landslide evaluations/stabilizations, feasibility evaluations, settlement analysis, geotechnical instrumentation, construction observation and testing, geologic mapping and geologic hazard evaluations. We have our own in-house geotechnical laboratory and we own and operate fourteen state-licensed nuclear gauges.

LGC Geotechnical also offers an experienced staff of licensed engineers, licensed geologists and field technicians. Our field personnel are experienced in projects ranging from geologically complicated landslide stabilizations to expansive flat-land grading. They are also experienced in infrastructure improvements, such as utility backfill, street and sidewalk preparation, paving, and foundation observation.

The following is a summary of some of the services we provide.

- Site Reconnaissance
- Plan Checking (Third Party Review)
- Feasibility Investigations
- Subsurface Exploration
- Geologic Mapping
- Geologic Hazard Evaluations
- Earthquake Fault Investigations
- Ground Improvement
- Geotechnical Hazard Evaluations
- Landslide Investigations/Stabilizations
- Hillside Grading
- Ground Water Investigations
- Liquefaction Assessments/Mitigation
- Hydrogeology
- Settlement Analysis
- Dewatering Design
- Drainage Design
- Flexible Pavement Design
- Lateral Spreading
- Mold and Hazardous Material Testing
- Rock Fall Potential
- Retaining Walls
- Mechanically Stabilized Earth Walls
- Distress Investigations
- Geotechnical Peer Review
- Mediation and Arbitration Support
- Expert Witness Consultation/Testimony
- Expert Panel Participation
- Foundation Engineering
- Geotechnical Instrumentation
- Construction Observation and Testing
- Infiltration Testing
- Analysis of Temporary Excavations
- Erosion Studies
- Laboratory Testing
- Deputy Inspection and Materials Testing
- Seismic Evaluations
- Seismic Response Spectrum
- Air Photo Interpretation
- Rippability Evaluations
- Flood Hazard Potential
- Debris Flow Evaluations

Our Objective

Our objective is simple.....provide the City San Clemente with high quality geotechnical services, which are completed on time and on budget. LGC Geotechnical stresses communication with our clients to ensure that their needs are satisfied. Our attention to detail and client satisfaction is evident, as the majority of our business is from repeat clients and client referrals. LGC Geotechnical is 100 percent committed to our clients' needs.

METHODOLOGY

Team Work and Communication

LGC Geotechnical will continue to use our proven management approach which stresses teamwork and communication. Our onsite field personnel (including technicians, engineers and geologists) will report back to the project manager throughout the project so that progress, scope, and schedule can be tracked in the office. We understand that communication is critical for projects to proceed in an efficient manner. The lines of communication will be initiated with each project awarded to LGC Geotechnical by the City and will not end until after the completion and submittal of our final geotechnical report is made for each project.

Communication between our field personnel and office personnel is very important to us. Consequently, all of our personnel are equipped with smart phones allowing uninterrupted communication between the field and the office. Texting, emailing, cell phone usage and the ability to share photographs, videos and files allows our project managers seamless communication with our field personnel. Most field issues can be quickly addressed, often via information transfer over these devices. With this high level of communication, our project manager in the office can be confident that he or she has a clear picture of the field operations. Without this level of communication, more frequent field visits from the project manager are required which can affect both the budget and the schedule of the overall project. In the case where field issues will require field geotechnical consulting by the project engineer or geologist, the ability to transfer data and information via smart phones will enable our engineer/geologist to study and prepare for the situation in advance of the site visit.

Communication and coordination with the City's Representative and project Construction Manager will be continuous to keep the City apprised of the geotechnical aspects of the project. We will attend the pre-construction meetings with the City and Construction Manager to make sure that we have a complete understanding of the City's expectations to coordinate with and establish the communication protocol with the project team. We will also attend coordination meetings with City staff, engineer, contractor, subcontractors, or other governing agencies to make sure the expectations of all are being satisfied, that the project is proceeding as planned and on schedule, and to address outstanding and anticipated issues which may slow the project. We will coordinate with the City's Representative and project Construction Manager to ensure that all geotechnical aspects of the project are appropriately addressed, to make sure scheduling is on track, and to keep the City informed of the results of our observation and testing. We understand that we will be working for the City and that it is our responsibility to represent the City's interest at all times. As representatives of the City we further understand that the quality of the geotechnical aspects of the project reflects on us as well as the City.

As we have done on numerous other projects that we have worked on for the City of San Clemente, our technicians will be scheduled on an as needed basis as provided by the City's construction managers. This means that our field technicians will only show up when requested by you and **no travel time or mileage reimbursement will be billed. Additionally, we do not have two or four-hour minimum call-outs for our soil technicians.** As we have done on other projects in the past, you will likely schedule us more at the beginning of the job while the contractor is getting used to the job and your requirements and less as the job progresses. We understand that there will be periods of time when your construction managers will be comfortable observing some of the geotechnical aspects themselves and there will be times when difficult conditions are encountered or your construction managers are too busy with other projects and they will rely on us more. This is exactly how we have recently provided geotechnical services the City of San Clemente in past and it's proven to be very effective.

WORK PLAN

Our listed provided services are included on Page 2 in "Background and Approach." The following summarizes our material testing and special inspection services.

For New Construction

Material testing and special inspection services will be provided on an as needed basis. These services will often include: observation of concrete placement for proper coverage and consolidation; preparing concrete cylinders (three 6-inch diameter x 12-inch high cylinders); coordination of pickup and material testing of the prepared concrete cylinders; inspection and testing of reinforcement bars and placement (per the project specifications). Testing typical includes compressive strength, slump, air entrainment and temperature.

For Existing Improvements

Coring existing Portland Cement Concrete (PCC) or asphalt cement concrete. Cores of various diameters and length will be obtained in accordance with the project requirements. These cores can be tested for compressive strength, density, number of lifts, etc. Additionally, "Non-Destructive Testing" in the form of mapping of existing rebar reinforcement can be provided.

PROJECT ORGANIZATION AND STAFFING

Key Contact and Project Manager

Mr. Dennis Boratynec will act as the key contact for the City of San Clemente and will ultimately be responsible for all aspects of the geotechnical services provided. He is the Vice President of LGC Geotechnical, is a Licensed Geotechnical and Civil Engineer in the State of California and holds both a Bachelors of Science in Civil Engineering and a Masters Degree in Geo-Environmental Engineering and has over 22 years of geotechnical consulting experience. Mr. Boratynec has served as key contact for our previous on-call contracts with the City of San Clemente and he will continue to manage and be actively involved with your future projects. Mr. Boratynec has excellent communication skills, both verbal and written. He will be available to you and your team via cell phone (949-291-2106) and email (dennisb@lgegeotechnical.com).

At the beginning of each new project, Mr. Boratynec will assess the geotechnical needs of the project and will determine which additional staff members will be required assist in providing our services. Mr. Boratynec will supervise the engineering technical aspects while Mr. Kevin Colson will supervise the geological aspects. Depending on the project type and complexity, of one LGC Geotechnical's two highly experienced Vice Presidents, either Mr. Dennis Boratynec or Mr. Kevin Colson will be assigned as our internal Project Manager. Our project manager will be responsible for all geotechnical aspects of the City's projects including, but not limited to: communication with the City's representative, billing functions, and personally reviewing any in-house analysis, calculations, coordinating of field staff and materials testing laboratory, and our Final Geotechnical Reports for the projects.

Our project managers, Mr. Boratynec and Mr. Colson are currently working at 75 percent of their capacity, so both are readily available to provide services to the City of San Clemente for the entire duration of the on-call contract.

Other Technical Members of our Team

Some projects may require the engineering services of Mr. Timothy Lawson, Mr. Brad Zellmer or other members of our engineer staff. Both Mr. Lawson and Mr. Zellmer are experienced geotechnical engineers and are dually registered as Geotechnical (and Civil) Engineers in the State of California. Additionally, some projects may require the geological services of Mr. Timothy Lawson or Katie Maes or other members of our geological team. Both Mr. Lawson and Mrs. Maes are experienced geologists and both are dually registered as Certified Engineering Geologist (and Professional Geologist) in the State of California.

With all of these, highly qualified and locally experienced geotechnical professionals available to provide consulting services, there will always be someone available to meet the City's needs and schedules and most importantly to be able to provide qualified, experienced geotechnical consulting on the varied geologic conditions which may be encountered in the City's service area.

Resumés of our key staff members are included on pages 11 to 22.

LGC Geotechnical's Organizational Chart is included on Page 6.

RELATED EXPERIENCE

City of Lake Forest Sport Park

- Client: City of Lake Forest
- Grading and construction of 76-acre Sports Park. Over 1.5 million cubic yards rough grading, including perimeter cut slopes below and existing 7.5-million-gallon water tank. Includes construction of soccer fields, basketball court, community center, baseball diamonds, restrooms, concession area, parking lots, and associated utilities.
- Primary Client Contact: Tom Wheeler, 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630, (949) 461-3480
- Approximate Service Dates: 2011 through 2014
- LGC Geotechnical Project Manager: Dennis Boratynec
- Project Geologist: Katie Maes

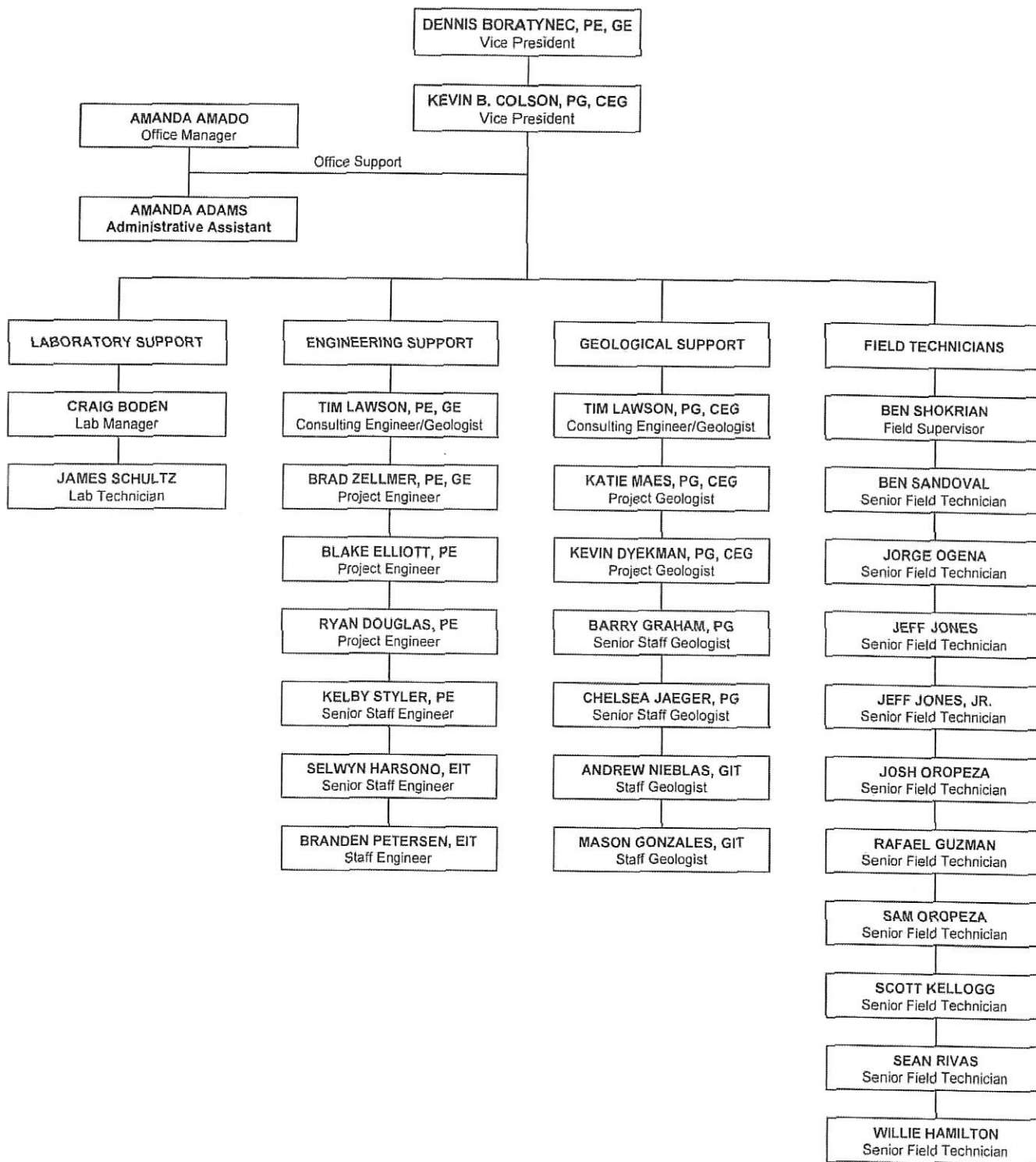
Mission Basin Groundwater Purification Facility Operations Building

- Client: City of Oceanside
- Geotechnical observation and testing during rough grading, including compaction control, geologic mapping and placement of geogrid reinforcement.
- Primary Client Contact: Ms. Shawnele Morelos, Water Utilities Department, 300 North Coast Highway, Oceanside, California 92054, (760) 435-3065
- Approximate Service Dates: 2016
- LGC Geotechnical Project Manager: Kevin Colson
- Project Engineer: Brad Zellmer

Laguna Beach Interceptor Sewer Tunnel

- Client: South Coast Water District
- Stabilization of a two-mile long tunnel beneath the Laguna Beach Bluffs which carries up to 1 million gallons of wastewater per day. The tunnel is currently being enlarged from an average of 5 feet to 7 feet while extensive monitoring including inclinometer and vibration monitoring is conducted.
- Primary Client Contact: Mr. Joe McDivitt, 31592 West Street, Laguna Beach, California 92651, Office: (949) 499-4555
- Approximate Service Dates: 2011 through present
- LGC Geotechnical Project Manager: Tim Lawson
- Project Geologist: Katie Maes
- Project Engineer: Kelby Styler

LGC Geotechnical, Inc. Organization Chart



Related Experience Continued

New Maintenance Building San Luis Rey Water Treatment Facility

- Client: City of Oceanside
- Performed a subsurface geotechnical evaluation of small diameter borings and Cone Penetration Tests (CPT) Soundings for proposed new building. Performed liquefaction analysis, including dynamic settlement and provided foundation recommendations.
- Primary Client Contact: Mr. Ray Hahn, Water Utilities Department, 300 North Coast Highway, Oceanside, California 92054, (760) 435-3065
- Approximate Service Dates: 2015 through present
- LGC Geotechnical Project Manager: Kevin Colson
- Project Engineer: Brad Zellmer

Recent City of San Clemente Experience

The following is a list of recent projects we have worked directly with the City of San Clemente on from 2017 through 2019, the City project manager has also been included;

- Bonito Canyon Park & Vista Bahia Park Restroom Foundations (Shawn Ryan)
- Liberty Park Distressed MSE Retaining Wall (Shawn Ryan)
- Municipal Golf Course New Golf Cart Paths (Shawn Ryan)
- Camino Del Rio New Sound Wall (Shawn Ryan)
- Maintenance Storage Building at Treatment Plant (Mike Fakhar, MBF Consulting, Inc.)
- Pavement Recommendations Camino Del Los Molinos (Chris Tanio)
- Avendia Vaquero Lift Station Abandonment (David Rebensdorf)
- Via Cascadita Storm Drain Upgrade (Amir Ilkhanipour and Stantec Consulting)
- Mariposa Access Road Landslide Evaluation (Ken Knatz)
- Reservoir No. 9 Slope and Access Road Rehabilitation (Shawn Ryan)
- Reservoir No. 6 and 10 Connector Water Line (Amir Ilkhanipour)
- Linda Lane Pump Station Landslide Evaluation (David Rebensdorf)
- Third Party Geotechnical Review of Slope Repairs at Avenida Columbo (Zak Ponson)

References for LGC Geotechnical

The following is a list of other agencies for which LGC Geotechnical has provided on call services for:

City of Oceanside Water Utilities Department

Mr. Greg Keppler, Principal Water Engineer
300 North Coast Highway
Oceanside, California 92054
Office: (760) 435-5913

Irvine Regional Water District

Mr. Malcolm Cortez, Principal Engineer
3512 Michelson Drive
Irvine, California 92612
Office: (949) 453-5854

City of Laguna Niguel Public Works

Mr. Ziad Mazboudi, Senior Civil Engineer
30111 Crown Valley Parkway
Laguna Niguel, California 92677
Office: (949) 362-4341

City of Lake Forest

Mr. Thomas Wheeler, Director of Public Works
25550 Commercentre Drive, Suite 100
Lake Forest, California 92630
Office: (949) 461-3480

South Coast Water District
 Mr. Joe McDivitt, Director of Operations
 31592 West Street
 Laguna Beach, California 92651
 Office: (949) 499-4555

COST DATA

Our key technical members will be billed at the following rates for office work.

Professional Billing Rate (per hour)

Principal Engineer/Geologist.....	215.00
* Tim Lawson	
Associate Engineer/Geologist.....	165.00
* Dennis Boratyne	
* Kevin Colson	
Project Engineer/Geologist.....	145.00
* Katie Maes	
* Brad Zellmer	

A \$10/hr. surcharge will be added for any field work or meetings. All unnamed staff members will be billed based on their titles included on our Organizational Chart and the billing rates shown below.

2019 PROFESSIONAL FEE SCHEDULE
GEOTECHNICAL AND SPECIAL INSPECTION SERVICES

Professional Billing Rate (per hour)

Word Processing.....	\$ 65.00
CAD Operator	75.00
Junior Field Technician	75.00
Senior Field Technician.....	90.00
Field Technician/Prevailing Wage	102.00
Staff Engineer/Geologist	100.00
Senior Staff Engineer/Geologist/Scientist	115.00
Field Supervisor/Operations Manager.....	90.00
Project Engineer/Geologist.....	145.00
Associate Engineer/Geologist	165.00
Principal Engineer/Geologist.....	215.00

Engineering Equipment

Field Vehicle Usage	\$ 10.00/per hour
Vehicle Mileage.....	included in vehicle usage
Nuclear Soil Gauge and Inclinometer	included in hourly rate
Other Monitoring Equipment	Upon Request

Laboratory Tests

Moisture Content.....	\$ 20.00
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Moisture and Density (ring samples).....	30.00
Maximum Dry Density (optimum moisture content).....	265.00
Maximum Density Checkpoint.....	80.00
Sieve Analysis.....	125.00
Hydrometer Analysis.....	135.00
Sieve and Hydrometer Analysis.....	200.00
Percent Passing No. 200 Sieve.....	80.00
Liquid Limit and Plastic Limit.....	165.00
Liquid Limit – Non Plastic (1pt).....	95.00
Sand Equivalent.....	115.00
Expansion Index.....	155.00
Direct Shear (shear rate of 0.05 in./min.).....	345.00
Direct Shear (shear rate of lower than 0.05 in./min.).....	415.00
Single Point Shear.....	135.00
Unconsolidated Undrained Triaxial Shear.....	205.00
Consolidation (w/o time rate).....	235.00
w/time rate, add (per increment).....	55.00
w/extra load, add (per load).....	50.00
Collapse Test (ASTM D4546-B).....	125.00
R-Value (untreated).....	375.00
R-Value (treated).....	410.00
Sulfate Content.....	85.00
Chloride Content.....	85.00
Corrosive Suite (minimum resistivity, pH, sulfate and chloride).....	295.00
Organic Matter Content.....	85.00
Caltrans 216 Compaction.....	300.00
Concrete Compression Strength (6x12 Cylinder) / ASTM C39.....	30.00
Concrete Core Compression Strength / ASTM C 42.....	55.00
Mortar Compressive Strength (2x4 Cylinder) / UBC 21-16.....	35.00
Grout Prism Compressive Strength (3x6) / UBC 21-18.....	35.00
High Strength Grout Cube Compressive Strength.....	65.00

Notes

- ♦ 2020 fees shall be 2019 fees multiplied by 1.02 (2% increase). 2021 shall be 2019 fees multiplied by 1.04 (4% increase). 2022 fees shall be 2019 fees multiplied by 1.06 (6% increase).
- ♦ Expert witness testimony, depositions, or mediation conferences, will be billed at 2.0 times the professional billing rate.
- ♦ All geologists, engineers, and technicians will be billed at time-and-a-half for overtime. Overtime is defined as more than 8 hours in one day and any time worked on weekends, state holidays or night shifts. Double time will be billed when more than 12 hours are worked in one day or more than 8 hours on weekends, state holidays or night shifts.
- ♦ Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost, plus 20 percent.

STATEMENT OF COMPLIANCE

This proposal is in strict compliance with the RFP and the Professional Services Agreement, no exceptions to either are proposed.



CONCLUSION

LGC Geotechnical is uniquely qualified to provide on-call geotechnical services to the City of San Clemente. We are the largest geotechnical consulting firm in San Clemente and in our opinion our staff has more experience than other local consultants in evaluating the geotechnical conditions in San Clemente, from investigation through construction.

During our recent grading experience in Marblehead, the staff at LGC Geotechnical are responsible for geotechnical observation and testing for over **1 million cubic yards of Capistrano derived engineered fill**. To say the least, we are very experienced in successfully dealing with this type of fill. We've observed it too wet, too dry, or poorly mixed... we know how to deal with it.

We estimate that our staff has provided geotechnical observation and testing services for over 50 miles of wet utility installation. This includes approximately 160,000 feet within the Talega Master Planned Community, over 52,000 feet for the City of San Clemente during the 2014 to 2015 expansion of their recycled water system, and 26,000 feet within the Marblehead development and other projects. The staff at LGC Geotechnical is very experienced when it comes to large-scale pipeline projects.

Since on-call geotechnical services will be performed on a time and material basis, **time is money**. Given that our soil technicians will be coming from our San Clemente office, as they have done in the past, our technicians can literally be onsite at a moment's notice. As a result, the contractor can avoid unnecessary delays which will help keep the projects on time. More importantly, no travel time or mileage reimbursement will be charged, as our office is only minutes away from the job site. Our firm is very flexible and is ready to handle requests for professional services on an as-needed basis.

The City of San Clemente Needs a Geotechnical Consulting Firm Who:

- Has experienced engineers, geologists, and technicians who know and understand the Capistrano and Monterey Formations;
- Has experienced soil technicians who recognize when the contractor is not performing work in accordance with the project specifications; and
- Will represent the City's best interest at all times.

RESUMÉS

DENNIS BORATYNEC, GE, PE

EDUCATION

- M.Sc. in Geoenvironmental Engineering, University of Alberta, Edmonton, Alberta, Canada, 2003
- B. Sc. in Civil Engineering, University of Alberta, Edmonton, Alberta, Canada, 1995

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- California, Certified Geotechnical Engineer, GE 2770
- California, Registered Civil Engineer, RCE 60716

PROFESSIONAL SUMMARY

As a Vice President and Director of Engineering for LGC Geotechnical, Mr. Boratyneec is a registered Geotechnical Engineer and Civil Engineer in the State of California. Mr. Boratyneec holds both a Bachelors of Science in Civil Engineering and Masters Degree in Geoenvironmental Engineering and has over 15 years of geotechnical consulting experience. He has been involved in numerous projects in Southern California including: residential, commercial, retail, transportation, and public works.

Mr. Boratyneec's expertise includes: evaluation of slope stability, foundation capacity, liquefaction, ground settlement and providing cost-effective ground improvement alternatives. Mr. Boratyneec has been the lead on several of our most complex projects including the mitigation of severe soil liquefaction potential through the use of stone columns and design of wick drain layouts to accelerate required alluvial soil settlement prior to development. Mr. Boratyneec has extensive experience in hillside grading, flat land grading, distress evaluations, and reviews.

SELECTED PROJECT EXPERIENCE

- Project Manager/Engineer, Reservoir #4, San Clemente. Performed a subsurface geotechnical evaluation to assess the onsite geotechnical conditions as they relate to replacing the existing main line with a new mainline which will be installed via directional drilling.
- Project Manager/Engineer, Eastern Wells 16-inch Water Pipeline, San Juan Capistrano, performed geotechnical observation and testing during construction of approximately 6,820 linear feet of approximately 16-inch PVC pipeline, 200 linear feet of 20-inch fused PVC casing and 900 linear feet of 20-inch steel casing.
- Project Manager/Engineer, Treatment Plant Building "N", San Clemente. Geotechnical observation and testing for sewer line backfill, subgrade and aggregate base.
- Project Manager/Engineer, Geotechnical Evaluation and Recommendations for the Proposed Hydraulic Capacity Project No. 6 (CIP No. 07703), Inverted Siphon at San Juan Creek and San Juan Creek Road, San Juan Capistrano, California. Performed a subsurface geotechnical evaluation to assess the onsite geotechnical conditions as they relate to replacing approximately 1,400 linear feet of the sewer line via directional drilling.

- Project Manager/Engineer, Avenida Columbo Sewer Lift Station Protection, San Clemente. Provided a subsurface evaluation and design of caissons to support an existing sewer lift station in Avenida Columbo.
- Project Manager/Engineer, Fuel Island Cover, Treatment Plant, San Clemente. Provided geotechnical observation of caisson drilling, concrete testing and deputy inspector for miscellaneous welding.
- Project Manager/Engineer, Avenida San Pablo, Pressure Reducing Station, San Clemente. Provided a subsurface evaluation and design recommendations for a new pressure reducing station located within Avenida San Pablo.
- Project Manager/Engineer, Camino Vera Cruz and Avenida Vista Hermosa Water Line Replacement, San Clemente. Provided observation and testing services during backfill and compaction of a new water line.
- Project Manager/Engineer, Del Cabo Street Water Line Replacement, San Clemente. Provided observation and testing services during backfill and compaction of new water line.
- Project Manager/Engineer, Via Bellota, San Clemente. Geotechnical observation and testing services including sewer and water line, subgrade for streets, curb and gutter, sidewalk and driveway approaches, aggregate base and asphalt compaction.
- Project Manager/Engineer, Calle Amable Storm Drain Repair, San Clemente. Geotechnical observation and testing services during repair of approximately 115 feet of storm drain line located within an existing slope, which was being eroded.

KEVIN B. COLSON, CEG, PG

EDUCATION

- M.S., Geological Sciences, San Diego State University, San Diego, California, 1996
- B.S., Geological Sciences, San Francisco State University, San Francisco, California, 1993

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- California, Certified Engineering Geologist, CEG 2210
- California, Professional Geologist, PG 7119

PROFESSIONAL SUMMARY

As a Vice President and Director of Geology for LGC Geotechnical, Mr. Colson has over 17 years of experience in the geotechnical industry in Southern California. He has been involved in numerous projects in Southern California including: residential, commercial, retail, transportation, and public works.

Mr. Colson's expertise includes: fault investigations; landslide mitigations and slope stabilizations (by both mechanical and earthen stabilization methods); hillside grading; flat land grading; hard rock rippability studies; liquefaction studies; distress evaluations; and reviews. Mr. Colson has been the lead on several of our most complex projects including: design and construction of a major landslide stabilization with tie-backs and grade beams beneath occupied multi-storied residential structures; slope stabilizations via nail and tieback walls below active roadways; design of earthen stabilizations for several hundred foot high slopes; fault trench investigations of active and potentially active faults; and mitigation of unstable rock slopes.

PROJECT EXPERIENCE

- Project geologist for the approximately 440-acre Santiago Hills II development for the Irvine Community Development Company in the City of Orange, California. The project will ultimately include over 17 million cubic yards of grading to be performed over an approximately 2-year span. The site presents several complicated geotechnical issues to consider including: micro-tunneling for realignment of a 54-inch water line beneath the active lanes of Chapman Avenue; installation of new storm drain lines via "jack and bore" methods beneath the active lanes of State Route 241/261; grading with the Caltrans right-of-way directly adjacent to active lanes of State Route 241/261; proposed over-steepened slopes; deep saturated alluvium; numerous faults; slope stability issues; landslides; dense volcanic rock; very highly expansive soils; and shallow ground water. Mr. Colson and his LGC Geotechnical team successfully addressed these issues on an extremely tight time frame and were essential and getting the project approved for development through city, county and state jurisdictions. Particular LGC Geotechnical contributions to the success of the project, included: design of an extensive wick drain ground improvement system for areas of deep saturated alluvium; design for geogrid reinforcement for 60-foot-high 1.5:1 fill slope for bridge abutment; and design of landslide remediation and slope stabilizations for the project slopes.
- Project Geologist for the Coventry Court Senior Apartments in Tustin, California. The project included grading and construction for ten three-story, 24-unit senior residential housing structures, two clubhouse/pool structures and associated utilities, roadways, parking and improvements.

- Project geologist for Laguna Beach Sewer Interceptor Tunnel rehabilitation, Laguna Beach, California. The project included geologic mapping and evaluation of approximately two miles of coastal bluff along the tunnel alignment. Mapping was performed both within the unlined portions of the existing tunnel and adits and along the bluff face. The study included analysis of the stability of the bluff to assess the geotechnical conditions along the coastal bluff in an effort to identify areas of potential concern for the tunnel and associated adits and portals and to evaluate the potential impact of the proposed tunnel rehabilitation on the stability of the bluff. To avoid potential impact on the multi-million-dollar residences above, LGC Geotechnical aided in designing the new engineered structural liner for the tunnel rehabilitation to replicate the strength lost due to the increased diameter of the tunnel.
- Third-party geotechnical reviewer for geotechnical evaluations for development of the Imperial Solar Energy Center South and West on approximately 2,000 acres of undeveloped and agricultural land in Imperial County, California. The project would ultimately include development of two photovoltaic arrays and associated electrical transmission lines capable of producing 500 megawatts of power.

PROFESSIONAL HISTORY

July 2010-Present:	Vice President, LGC Geotechnical, Inc., San Clemente, California
2006-July 2010:	Vice President, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
2002-2006:	Associate Geologist, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
2001-2002:	Project Geologist, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
1994-2001:	Project Geologist, Staff Geologist, and Technical Illustrator, Leighton and Associates, Inc., San Diego, California

TIMOTHY J. LAWSON, GE, PE, CEG, PG

EDUCATION

- M.S. (equiv) Engineering Geology and Geotechnics, University of Portsmouth, England, 1985

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- 2003/Geotechnical Engineer/California/GE 2626
- 1995/Registered Civil Engineer/California/RCE 53388
- 1992/Certified Engineering Geologist/California/CEG 1821 1991/Professional Geologist/California/PG 5336

PROFESSIONAL SUMMARY

Mr. Lawson's education and work experience combine both engineering and geology to give him a unique perspective in the geological profession. He has been involved in numerous projects throughout California including: fault studies, numerous residential projects, reservoir construction, high-rise construction, individual landslide investigations, distress evaluations, construction defect analysis, and expert testimony.

Mr. Lawson is one of only a select few individuals, dually registered as both a civil engineer and a certified engineering geologist. With these credentials, he is able to accurately and efficiently review a broad range of geotechnical projects, which would normally take the expertise of two professionals. Mr. Lawson is the President and Founder of Lawson & Associates Geotechnical Consulting, Inc. providing geotechnical services to Developers and Public Agencies throughout Southern California. During his professional career, Mr. Lawson has made presentations to numerous groups, including; homeowner associations, city councils, professional associations, clients, and legal teams. Over the last few years Mr. Lawson has been a member of the PTI Slab-on-Ground Committee working extensively on the performance of residential post-tension foundation systems in Southern California. The following is a list of representative projects:

PROJECT EXPERIENCE

- Geotechnical Evaluation of Verde Canyon Landslide and Verde Canyon Development Located in San Clemente, California. Responsibilities for this project included complete geotechnical evaluation of the landslide, as well as the stability of the surrounding area.
- Expert Witness San Clemente, California. Provided expert witness services during dispute of potential landslide damage to bluff top homes.
- Expert Witness Laguna Beach, California. Provided expert witness services associated with the distress of a residence in Laguna Beach due to subsurface conditions. Services included subsurface investigation, preparation of repair recommendations, and participation in arbitration.
- Colony Cove Bluff Stabilization Located in San Clemente, California. This project consisted of the remediation of an unstable bluff along Pacific Coast Highway below the residential community of Colony Cove. Responsible for all geotechnical issues and project management during construction of an approximately 800-foot composite tie back retaining wall and soil-nail diaphragm. This project required extensive construction monitoring and testing, as well as field modification during construction.

- Forensic Geotechnical Investigation of Distressed Houses Located in San Juan Capistrano, California. This initially included a detailed study of previous geology reports on the area, and detailed geologic mapping of ancient landslides from stereographic aerial photographs. Subsequently, a thorough field investigation was performed including surface mapping, drilling, and downhole logging of 15 large-diameter boreholes, and installation and monitoring of 12 slope inclinometers and pneumatic pore-pressure transducers. From this investigation, it was possible to determine accurate geological conditions at the site. Subsequent to this investigation, Mr. Lawson was responsible for the design and implementation of unique remediation methods.
- Top of the World Reservoir Located in Laguna Beach, California. Responsible for the geotechnical issues relating to the design and construction of a 2-million-gallon buried reservoir, which included several miles of 16-inch transmission line. Due to the relatively unique post-tension design of the tank, as well as the reservoirs' location, geotechnical issues and construction inspection played an important role in the successful completion of the project.
- Construction of 65 Single-Family Homes Residential Hillside Community Located in San Juan Capistrano, California. Geotechnical investigation through construction of major residential development in San Juan Capistrano. This site had approximately 13 major landslides that were delineated throughout the project. Responsibilities on this project included stratigraphic correlation of discrete clay beds that formed the basal rupture surfaces of the landslides, analysis of previous geotechnical reports, and writing a geotechnical 40-scale grading plan review. Challenges mitigated with geotechnical design included slope stabilization buttresses, dewatering of saturated alluvium concurrent with fill placement, and foundation design for highly expansive and corrosive soils.
- Geotechnical Evaluation of Distressed Sewer Line Located in San Clemente, California. This project entailed review of geotechnical conditions at the Pier Bowl Area of San Clemente to evaluate the possible causes of the observed distress to an ancient sewer line adjacent to the railroad tracks.
- Geotechnical Stabilization of a Major Ancient Landslide Located in Laguna Niguel, California. This included mapping of the excavation as it took place, and making recommendations to the contractor on the method of excavation. It also included monitoring the continued stability of the landslide by reading and analysis of slope inclinometer data.
- Geotechnical Remediation of La Ventana Landslide Located in Dana Point, California. The project involved remediation of a major landslide that failed across Pacific Coast Highway. Remediation included construction of a tieback retaining wall, earth grading and concrete sculpting.
- Geotechnical Reviewer for the City of San Juan Capistrano, California. Mr. Lawson and LGC provide geotechnical review services for the City of San Juan Capistrano. Work has included both reviews of other geotechnical consultant's work, as well as work performed directly for the City.
- Reviews have included; multi-million cubic yard residential developments, school sites, reservoir sites, slope distress projects, as well as a multitude of miscellaneous geotechnical issues. Work performed for the City has included grading plan review of Public Works projects, evaluation of slope distress threatening City land, and construction observation and testing.
- Principal Engineer/Geologist for the Development of Forster Highlands, a Residential Development Located in San Clemente, California. Mr. Lawson was in charge of all geotechnical aspects of this project, which involved the development of approximately 419 homes and 11 million cubic yards of grading.
- Principal Engineer/Geologist for the emergency remediation plan for storm activated major landslides in City of San Juan Capistrano, California during winter 2004-2005. Work involved development of emergency grading plans and caisson and tieback repairs, protection of existing homes, and working with various agencies to maintain utilities services during repairs.
- Geotechnical Reviewer for the City of San Clemente, California. Mr. Lawson has provided geotechnical review services on an on-call basis for the City of San Clemente as well as providing direct geotechnical services for the City, including San Clemente Ocean Trail, San Clemente Waste Water Treatment Plant, and several local parks.

Reviews in general relate to major landslides that exist through the City. Mr. Lawson has performed review of proposed repair plans by various consultants.

- Geotechnical Consultant for "The Great Park" at the former El Toro Marine Air Corps Station, El Toro, California. This ongoing project includes the excavation of a canyon, construction of six bridges, a tunnel and numerous other improvements.
- Principal Engineer/Geologist for Marblehead Coastal Development, City of San Clemente, California. Mr. Lawson is the Geotechnical Consultant for the development of a 250-acre residential community in the coastal zone. The project includes the geotechnical challenges of protected natural canyons transecting the project, major road bridges, groundwater maintenance, and segmental wall construction. The project included interaction with agencies such the California Coastal Commission, and coordination with Caltrans for construction of walls and bridges within their right-of-way.

PROFESSIONAL HISTORY

2011-present:	Independent Geotechnical Consultant
2001-2011:	President, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
2000-2001:	Independent Geotechnical Consultant
2000:	Engineering Geology Lecturer, Saddleback College, Mission Viejo, California
1998-2000:	Vice President, Principal Engineer/Geologist, Leighton and Associates, Inc., Orange County Office, Irvine, California
1996-1998	Principal Engineer/Geologist, Leighton and Associates, Inc., Orange County Office, Irvine, California
1994-1996:	Project/Senior Project Engineer/Geologist, Leighton and Associates, Inc., Orange County Office, Irvine, California
1989-1994:	Staff/Senior Staff Engineer/Geologist, Project Manager, Leighton and Associates, Inc., Orange County Regional Center, Irvine, California
1988-1989;	Site Engineer, J & L Construction, Colorado
1985-1986:	Engineering Geologist, Barrie Fielder, Portsmouth, England

HONORS AND PROFESSIONAL SOCIETIES

- Member of Association of Engineering Geologists
- Member of American Society of Civil Engineers

SELECTED LANDSLIDE EXPERIENCE

- Terrabay South Landslide – San Francisco
- Verde Canyon Landslide – Orange County □ Placita Landslide – Orange County
- Forster Highlands Development (Multiple Landslides) – Orange County
- Pacific Pointe Development (Multiple Landslides) – Orange County
- San Juan Meadows – Orange County
- Pomona – Los Angeles County
- Blue Bird Canyon – Orange County
- Loma San Juan Development (Multiple Landslides) – Orange County
- Camino Del Avion Landslide– Orange County
- Kite Hill Landslide – Orange County
- Sea View Estates – Orange County

SELECTED LEGAL/EXPERT EXPERIENCE

- Geotechnical Expert for RBF Soil Nail and Tieback Wall, Vallejo, CA
- Geotechnical Expert for RBF Top of Slope Soil Movement, Mission Viejo, CA
- Geotechnical Expert for RBF Geogrid Wall Movement, San Diego, CA
- Geotechnical Expert for City of San Juan Capistrano Slope Instability, San Juan Capistrano, CA
- Geotechnical Expert for City of Pomona Landslide Stability, Pomona, CA
- Geotechnical Expert for South Coast Water District Landslide Stability, Orange County, CA Geotechnical Expert for Various Residential Developer Reviewing Top of Slope Ground Movement, Orange County, CA

BRAD ZELLMER, PE, GE

EDUCATION

- M.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, 1996
- B.S. Civil Engineering, California State University Long Beach, 1993

PROFESSIONAL REGISTRATIONS

- Registered Geotechnical Engineer / California / GE 2618 / 2003
- Registered Civil Engineer / California / PE 58704 / 1998
- Pile Driving Inspector / City of Irvine / 1617

PROFESSIONAL SUMMARY

Mr. Zellmer's experience encompasses a wide range of civil and geotechnical engineering projects, including large-scale public works, commercial and residential development projects. Responsibilities include evaluation of foundation capacity, liquefaction, slope stability, ground settlement and ground improvement alternatives. Project experience ranges from deep foundation systems to slope stabilization. Extensive experience in the geotechnical design of tieback anchor, soil nail, and geogrid reinforced retaining structures for permanent and temporary (during construction) stabilization.

PROJECT EXPERIENCE

- Senior Engineer for field investigation for the approximately 8.5-mile-long light rail Crenshaw/LAX Transit Corridor project. Planned alignment includes numerous bridge structures, two cut-and-cover tunnels and one bored tunnel. Coordinated geotechnical field investigation that included numerous rotary wash, hollow stem and sonic borings, and well as Cone Penetration Tests (CPTs). In-situ field tests included pressure meter, packer test, and borehole downhole shear wave logging. Data was required for the geotechnical baseline report.
- Senior Engineer for rail expansion of Pier F at the Port of Long Beach, California. Project included over a mile of retaining wall structures, compressed air facility and the realignment of Harbor Scenic Drive. Coordinated field investigation consisting of numerous CPT soundings and hollow stem auger borings. Provided geotechnical recommendations for the planned improvements.
- Senior Engineer for Burlington Northern Santa Fe (BNSF) grade separation in Placentia, California. Provided geotechnical recommendations for two-span rail bridge and retaining wall structures in accordance with AREMA and Caltrans requirements, respectively. Site had retaining wall structures up to 28 feet in height with limited construction right-of-way.
- Senior Engineer for Southern California Edison (SCE) substation at the Port of Long Beach, California. Coordinated field investigation and provided geotechnical recommendations for the proposed electrical substation.
- Senior Engineer for the improvements at Balboa Marina in Newport Beach, California. Duties included providing geotechnical field observation and supervision of installation of jetted and driven pile foundations for new docks and tieback anchors for reinforcement of an existing sea wall along with sheet piling required for

designated environmental eel grass planter area. Project required 164 tieback anchors to reinforce an existing sea wall.

- Senior Project Engineer for the Golf Clubhouse in San Clemente, California. Project involved the construction of a two-story split-level clubhouse building and associated improvements including retaining walls, fire access road, golf cart patio area and a driving range.
- Senior Project Engineer for the 1.3 million gallon partially buried Cook's Reservoir in San Juan Capistrano, California. Responsibilities include geotechnical site assessment, laboratory test assignment, and analyses in order to provide foundation recommendations for the proposed replacement reservoir including design lateral static and seismic earth pressures.
- Senior Project Engineer for the Meadows at San Juan Capistrano, California. Project includes increasing the stabilization of a 300-foot-thick ancient block-glide landslide through dewatering for a proposed residential development.
- Senior Project Engineer for proposed 16-story building in Oakland, California. Project responsibilities including providing axial and lateral capacities for proposed driven pile foundation system. Project required liquefaction analysis and resulting estimated pile downdrag forces on proposed deep foundation system.
- Project Engineer for Crystal Cove in Newport Coast, California. Mass grading project requiring deep fills and geogrid reinforcement for slope stabilization. Responsibilities include settlement monitoring and analysis of deep fills.
- Project Engineer for Sage Hill School in Newport Coast, California. Responsibilities included providing foundation design parameters for numerous school buildings, overexcavation recommendations, and the design of an approximately 15-foot-high geogrid-reinforced segmental retaining wall located below the baseball field.
- Project Engineer for six-story office building located at Park Place in Irvine, California. Project responsibilities included coordination of the field investigation, laboratory test assignment, report preparation, and project management of budget. Coordinated pile indicator program and field observation during pile driving operations.

PROFESSIONAL HISTORY

2012-Present:	Project Engineer, LGC Geotechnical Inc., San Clemente, California
2009-2011:	Senior Engineer, Earth Mechanics Inc., Fountain Valley, California
2008-2009:	Senior Engineer, Geotechnical Professionals Inc., Cypress, California
2003-2008:	Associate Engineer, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
1996-2003:	Staff/Senior Staff/Project Engineer, Leighton and Associates, Inc., Orange County Office, Irvine, California
Spring 1996:	Laboratory Instructor, California Polytechnic State University, San Luis Obispo, California
Summer 1995:	Laboratory Technician, Ninyo & Moore Geotechnical Consultants, Irvine, California

PROFESSIONAL SOCIETIES

- American Society of Civil Engineers

EDUCATION AND PROFESSIONAL DEVELOPMENT

- B.S. Geologic Sciences, University of California at Santa Barbara, 1994
- Soil Mechanics Engineering Course, Fall Semester, 2001, UC Irvine
- Seismic Hazard: Identification, Assessment and Reduction Seminar, 2002
- ASFE Fundamentals of Project Management, 2002
- Soil Engineering Short Course, University of Wisconsin, 2005
- Applied Rock Slope Engineering; Analysis and Mitigation Seminar, 2006
- ADSC Earth Retention Seminar, 2006

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- 2001/Certified Engineering Geologist/California/CEG 2216
- 2000/Professional Geologist/California/PG 7131

PROFESSIONAL SUMMARY

Ms. Maes education and work experience has provided her with an extensive background in geotechnical projects throughout Southern California. Work experience includes subsurface investigations and grading for grading of flatland and hillside projects; construction of several major roadways and one dam; groundwater hydrology and dewatering studies; public works projects including water reservoirs; new pipeline and infrastructure improvements; and numerous other types of projects using a variety of geotechnical instrumentation and mitigation methods. Ms. Maes has performed numerous geologic investigations with downhole logging of large-diameter borings up to 180 feet below ground surface.

PROJECT EXPERIENCE

- Project Geologist for numerous due diligence subsurface investigation projects using downhole logging in hillside areas affected by landslides in Chino Hills, Anaheim Hills, La Habra, among others.
- Project Geologist for numerous projects for residential development in the City of Orange, Laguna Hills, Lake Forest, and San Clemente. Downhole logging for characterization of geologic conditions and structural geology for design of mitigation.
- Project Geologist/Manager for City of San Clemente Reclaimed Water New Pipeline System and Reservoir. Geotechnical portion of construction of miles of new pipeline, a new reservoir, pump stations and treatment basins.
- Project Geologist for South Shores Church during preparation of Environmental Impact Report and subsequent construction. Investigation included downhole logging of numerous borings during investigation and caissons during construction, City of Dana Point
- Project Geologist for Golf Course during preparation of Environmental Impact Report – Geotechnical Portion of Site Issues. Investigation included downhole logging of numerous borings, City of La Habra
- Project Geologist/Manager for Master Developer of Rosedale Project, City of Azusa. Extensive development in AP Zone area with numerous geotechnical issues. Involvement with City, School District, Railroad Authority, partner developers.

- Reviewing Project Geologist for Pacific Point Project in San Juan Capistrano. Third party report review and field review during grading of large residential development.
- Reviewing Project Geologist for San Juan Hills High School Located within the Whispering Hills Development in San Juan Capistrano, California. Third party report review and in-depth field review for construction of high school (in conjunction with DSA review) and adjacent residential tract. Project issues included major temporary stability issues requiring tieback and shear pin installations, installation of hydro-augers for dewatering, and interpretation of landslide complexes and faults during grading. Extensive re-design during grading required downhole-logging of multiple borings during review of project.
- Project Geologist for proposed San Juan Meadows Development Located in San Juan Capistrano. Performed subsurface investigation involving sampling and downhole logging of multiple large diameter borings, sampling of core borings to depths exceeding 400 feet below ground, piezometer installation for monitoring of groundwater drawdown project for a very large ancient landslide complex, and remedial geotechnical design specific to mitigation and closure of existing, older landfill within central portion of large ancient landslide. Ongoing project requires engineering submittals to California Regional Water Quality Control Board.
- Project Geologist for Protection of Existing Waterline Affected by Del Avion Landslide, Located in Dana Point. Subsurface investigation involving sampling and downhole logging of large diameter borings, slope inclinometer installation and monitoring, slope stability and groundwater evaluations. Project required submittals to FEMA, design of mitigation and protection of existing waterline, working with local water districts.
- Project Geologist during Evaluation and Mitigation of Placida Landslide on behalf of City of San Juan Capistrano. Large landslide threatening two water reservoirs at top of slope, and residential structures at toe of slope, was mitigated with a combination of tiebacks, caissons, major grading with geogrid placement, and use of erosion mitigation and drainage devices. Project required coordination with local Homeowners Association, FEMA, and City of San Juan Capistrano Public Works.

PROFESSIONAL HISTORY

2010-Present:	Project Geologist, LGC Geotechnical, Inc., San Clemente, California
2001-2008:	Project Geologist, Lawson & Associates Geotechnical Consulting, Inc., San Clemente, California
1999-2001:	Project Geologist, Leighton and Associates, Inc., Orange County Regional Center, Irvine, California
1995-1999:	Staff/Senior Staff Geologist, Leighton and Associates, Inc., Orange County Regional Center, Irvine, California

EXHIBIT "A-I"
FEDERALLY REQUIRED PROVISIONS FOR SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall diligently perform the services to the City's satisfaction according to the timeframe requested by the City.

EXHIBIT "C"
INSURANCE REQUIREMENTS

3.2.12 Insurance.

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

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

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence

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

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(E) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery,

business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

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

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

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

(B) Automobile Liability:

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

3.2.12.4 Professional Liability (Errors & Omissions):

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

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

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

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other

insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

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

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT "D"
COMPENSATION

Compensation for the services provided under this Agreement shall be on a time and materials basis at the hourly rates listed below. There are no reimbursable expenses under this Agreement. Total compensation under this Agreement shall not exceed \$50,000.00. Additional work shall require approval in writing in advance by the City Council.



**2023 PROFESSIONAL FEE SCHEDULE
GEOTECHNICAL SERVICES**

Professional Billing Rate (per hour)

Word Processing.....	\$ 70.00
CAD Operator.....	95.00
Junior Field Technician.....	95.00
Senior Field Technician.....	110.00
Field Technician/Prevailing Wage.....	150.00
Staff Engineer/Geologist.....	135.00
Senior Staff Engineer/Geologist.....	145.00
Field Supervisor/Operations Manager.....	110.00
Project Engineer/Geologist.....	170.00
Senior Project Engineer/Geologist.....	185.00
Associate Engineer/Geologist.....	195.00
Principal Engineer/Geologist.....	250.00

Engineering Equipment

Field Vehicle Usage.....	\$ 10.00/per hour
Vehicle Mileage.....	included in vehicle usage
Nuclear Soil Gauge and Inclinometer.....	included in hourly rate
Other Monitoring Equipment.....	Upon Request

Laboratory Tests

Moisture Content.....	\$ 24.00
Moisture and Density (ring samples).....	35.00
Maximum Dry Density (optimum moisture content).....	294.00
Maximum Density Checkpoint.....	100.00
Sieve Analysis.....	165.00
Hydrometer Analysis.....	135.00
Sieve and Hydrometer Analysis.....	220.00
Percent Passing No. 200 Sieve.....	85.00
Liquid Limit and Plastic Limit.....	180.00
Liquid Limit – Non-Plastic (1pt).....	100.00
Sand Equivalent.....	125.00
Expansion Index.....	155.00
Direct Shear (shear rate of 0.05 in./min.).....	345.00
Direct Shear (shear rate of lower than 0.05 in./min.).....	415.00
Single Point Shear.....	135.00
Unconsolidated Undrained Triaxial Shear.....	205.00
Consolidation (w/o time rate).....	235.00
w/time rate, add (per increment).....	55.00
w/extra load, add (per load).....	50.00
Collapse Test (ASTM D4546-B).....	125.00
R-Value (untreated).....	375.00
R-Value (treated).....	410.00
Sulfate Content.....	95.00
Chloride Content.....	85.00
Corrosive Suite (minimum resistivity, pH, sulfate and chloride).....	320.00
Organic Matter Content.....	85.00
Caltrans 216 Compaction.....	300.00

Stipulations

- ◆ All professional rates are accrued from portal to portal.
- ◆ Expert witness testimony, depositions, or mediation conferences, will be billed at 2.0 times the professional billing rate.
- ◆ All geologists, engineers, and technicians will be billed at time-and-a-half for overtime. Overtime is defined as more than 8 hours in one day and any time worked on weekends, state holidays or night shifts. Double time will be billed when more than 12 hours are worked in one day or more than 8 hours on weekends, state holidays or night shifts. Scheduling Field Technicians less than 48 hours in advance may result in their hours being billed at overtime rates.
- ◆ Invoices are rendered monthly, payable upon receipt.
- ◆ Proposals are valid for 30 days, unless otherwise stated.
- ◆ Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost, plus 20 percent.
- ◆ Prior to initiating our field work, client agrees to provide all information in client's possession about actual or possible presence of underground utilities and/or hazardous materials on the site. Client agrees to reimburse LGC Geotechnical for all costs related to unanticipated discovery of utilities and/or hazardous materials.
- ◆ Prior to initiating our field work, client agrees to provide all information in client's possession with regard to restricted entry and/or exploration areas, such as areas of environmental contamination, hazardous soils, sensitive habitat areas, etc. Client agrees to reimburse LGC Geotechnical for all costs related to environmental contamination, hazardous soils, sensitive habitat areas, etc.
- ◆ Client is responsible for providing safe and legal access to the site at all times.
- ◆ LGC Geotechnical will not be liable for any loss, damage or liability to persons or property arising out of performance of our service that is not covered and paid for by our insurance. For any other loss, damage or liability which is not covered by insurance, our liability will be limited to the lessor of either \$10,000 or the total amount paid by client to LGC Geotechnical on the project in question.
- ◆ These rates are based on standard insurance coverage. If higher insurance limits are required client should discuss these limits, and the associated cost, with LGC Geotechnical prior to the initiation of our services.
- ◆ LGC Geotechnical's services will be performed in accordance with generally accepted standards of care and diligence normally practiced by geotechnical consulting firms performing services of a similar nature in Southern California. No other warranty, either expressed or implied, is included or intended in LGC Geotechnical's proposals, contracts, reports, etc.
- ◆ Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.
- ◆ 2024 fees shall be 2023 fees multiplied by 1.05 (5% increase). 2025 fees shall be 2023 fees multiplied by 1.10 (10%) increase. 2026 fees shall be 2023 fees multiplied by 1.15 (15%) increase.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

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 Travelers Property Casualty Company of America _____

Policy Number UB4K468623

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: January 9, _____, 2023

LGC Geotechnical, Inc.
("CONSULTANT")

By:

Kevin B. Colson
Kevin B. Colson | Jan 9, 2024 9:21:19 PST

Vice President

Title

131 Calle Iglesia, Suite 200

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