

**AGREEMENT WITH CANNON CORPORATION TO PROVIDE ON-CALL ENGINEERING  
PLAN CHECK SERVICES FOR THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 16th day of July, 2024 by and between Cannon Corporation, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On March 19, 2024, the City issued Request for Proposal (“RFP”) No. 24-035, by which it sought qualified firms to provide on-call engineering plan check services for the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 24-035.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional engineering firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 24-035, which is attached as **Exhibit A**, and as more specifically delineated in Contractor’s proposal, which is attached as **Exhibit B** and incorporated in full.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of five (5) contractors selected to provide engineering plan check services on an on-call basis under RFP 24-035. The total annual compensation for the services provided by all such contractors selected under RFP 24-035 shall not exceed the aggregate amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000). The total aggregate amount to be expended by all such contractors during the full term of the Agreement, including extension periods, if any, shall not exceed One Million Five Hundred Thousand Dollars and Zero Cents (**\$1,500,000**).
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above for an initial three year term and terminate on June 30, 2027, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a single, two-year extension upon a writing executed by the City Manager and City Attorney.

### **4. PREVAILING WAGES**

Contractor 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 being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

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 Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not

be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Contractor.

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) with a limit no less than **\$1,000,000** combined single limits.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability Insurance:** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
5. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Contractor's CGL, Professional Liability, and Automobile Liability policies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **Severability of Interest:** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
8. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis: (1) the Retroactive Date must be shown and must be before the date of the contract; (2) Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three years after completion of work.
9. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



10. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor

shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

## **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be

cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

Gary Solsona, PE, QSD  
16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
GaryS@CannonCorp.us

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication

shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

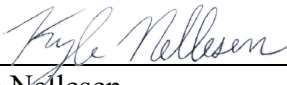
\_\_\_\_\_  
Jennifer L. Hall  
Clerk of the Council

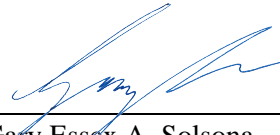
\_\_\_\_\_  
Alvaro Nuñez  
Acting City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CANNON CORPORATION:**

By:   
\_\_\_\_\_  
Kyle Nellesen  
Assistant City Attorney

  
\_\_\_\_\_  
Name: Gary Essex A. Solsona  
Title: Director, Public Infrastructure

**RECOMMENDED FOR APPROVAL:**

**Nabil Saba** Digitally signed by Nabil Saba  
Date: 2024.07.02 11:35:29  
-07'00'  
\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## EXHIBIT A - SCOPE OF WORK

### **Appendix ATTACHMENT 1 SCOPE OF WORK**

#### **CITY OF SANTA ANA REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING PLAN CHECK SERVICES RFP NO. 24-035**

### **INTRODUCTION**

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 325,000 people.

The City of Santa Ana intends to retain Civil Engineering Consultants on an as-needed or "on-call" basis. A Professional Services Agreement will be entered into with several of the qualified firms Civil Engineering consultant(s) to provide plan check services for a variety of projects on an on-call, as-needed basis, the selected firm(s) may later be asked to provide professional engineering services proposals on specific, project-by-project basis, based on an agreed-upon specific scope of services and fees.

In general, work consists of Public Works Engineering plan check services. The plan check may include street improvement plans, grading plans, water quality management plans, storm drain improvement plans, signing and striping plans, traffic studies, traffic signal plans, signal modifications, street lighting plans, traffic control plans, landscape and irrigation plans, land survey documents such as: tract maps, parcel maps, dedication legal description.

In the past, the City has utilized professional and administrative staff on as needed basis to meet the goals and objectives of the City in the delivery of quality and on time services. The staff services are an extension to the current workforce and work in conjunction to better serve and complement the needs of the Public Works Agency.

In summary, the City of Santa Ana is soliciting proposals from qualified firms to provide engineering and survey plan check services for Public Works. This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and to provide the services described herein. The City may select up to five (5) consultants to provide the services described herein.

### **Description of Work:**

On as needed basis, the Consultant/s will provide the City with engineering and land surveying plan check services to the Public Work Department. The work consists of general engineering plan check for offsite improvements related to land development projects in the City.



The various plan check services will be for the following areas, including but not limited to:

- Street Improvement Plans
- Grading Plans
- Water Quality Management Plans
- Geotechnical Reports
- Land Surveying
- Legal Description of Dedication
- Final Map Plan Check
- Landscape Architectural and Irrigation
- Environmental
- Transportation/Traffic Studies
- Signing and Striping Plans
- Traffic Signal Plans
- Street Lighting Plans

In addition to general engineering design projects Consultants may be asked to perform the duties of the City Land Surveyor and sign Final Maps.

**Consultant Responsibilities:**

On an as-needed basis, the Consultant(s) will be requested to conduct plan review services for the City, whether through paper submissions or electronic plan review. The City is currently using ProjectDox as its online/electronic plan review platform, and it is required that the Consultant(s) familiarize themselves with this software and any other software the City might use in the future.

The City of Santa Ana is dedicated to enhancing the customer experience throughout the plan review process. To achieve this, the City has established a guideline ensuring that the initial plan review will be completed within a maximum of four weeks, followed by a two-week period for the second review, and a one-week turnaround time for any further reviews if necessary.

Consultant(s) are required to deliver weekly updates to the City staff, detailing the progress of the plan review, the anticipated completion date, and the hours dedicated to the plan check. Consultants must present their comments to applicants in a list format, as an independent document, which could be easily understood and interpreted on its own. It is essential that Consultants offer clear, detailed comments designed to assist the applicant in achieving plan approval with minimal resubmissions.

Consultants(s) are required to provide monthly invoices for the hours dedicated reviewing plans.

The City reserves the right to interview any of the plan checkers, or other staff, prior to allowing plan check services. Registered Professional Engineers and Licensed Land Surveyors may be required to sign plans, specifications and contract legal documents.

### **Sample Fee Proposal**

Consultant shall submit a fee proposal as described below. The proposal will be used for fee comparison and evaluation purposes.

The proposer shall complete this form and include it along with the billing rates breakdown. This schedule will be used to identify different plan check hourly rate for each different type of plan check. Consultants are to identify their own staff to review different plan types, but only provide to the City an overall hourly rate for each different plan check type. This will only be used for comparison purposes and may be changed if agreed upon by both parties.

<b>PROPOSER FEE RATE SCHEDULE</b>
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<b><u>TITLE</u></b>	<b>COMPANY NAME (date)</b>	<b><u>BILLING RATE</u></b>
Street Improvement Plan		\$
Grading Plan		\$
Water Quality Management Plan (WQMP)		\$
Geotechnical Report		\$
Land Surveying Documents		\$
Legal Description of Dedication		\$
Landscape Irrigation Plans		\$
Environmental Documents		\$
Transportation/Traffic Studies		\$
Signing and Striping Plans		\$
Traffic Signal Plans		\$
Street Lighting Plans		\$
Miscellaneous Plan Check		\$

Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual work request.



# City of *Santa Ana*

## Proposal for On-Call Engineering Plan Check Services

RFP #24-035

# Cannon

Reliable Responsive Solutions

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# **1. Statement of Qualifications**

**Subject: On-Call Plan Check Services RFP No: 24-035**

Dear Mr. Elias and Proposal Review Committee:

The City of Santa Ana (City) is seeking a dependable civil engineering firm to provide engineering plan check services on an as-needed, on-call basis. The plan check team will review commercial, industrial, and residential development plans for compliance with City, County, and State engineering codes and requirements.

Cannon has assisted many cities and counties with civil plan check services for development and capital improvement projects. Our interest in this RFP stems from our history delivering successful on-call projects for the City. Our goals align with the City's vision to conserve its neighborhoods, enhance the community, and provide high quality of life for current and future generations. Cannon brings the following benefits to the City:

**Experienced and Customer-Service-Focused Plan Check Team:** Cannon's team is led by development plan check manager and main point of contact, Gary Solsona, PE, QSD, who has more than 22 years of engineering experience. Our four, lead senior plan check engineers, Jay Kanani, PE; Bijan Yazdani, PE; Feldro Esperanza, PE; and Miles Safa, PE have over 100 cumulative years of plan check experience in grading, drainage, hydrology and hydraulic studies, and Water Quality Management Plans (WQMP) for residential, commercial, and industrial land development projects.

**Specialized Subconsultants:** We have selected four subconsultants to join our team. LOR Geotechnical Group, Inc. will provide review of geotechnical review; TJW will provide traffic review; BGB will provide landscape architectural and irrigation review, and ECORP will provide environmental review.

**Local Experience and Knowledge:** Our team brings local experience and knowledge of City and Orange County-based standards, including the requirements outlined as follows:

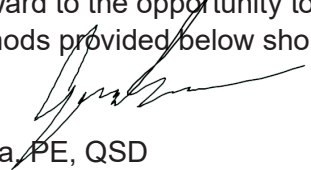
- Santa Ana Municipal Code (Section 8-813), City's Grading Plan and Street Improvement Plan Guidelines, City Ordinance No. 2947 (Sections 147.03.90, 14.03.20, 14.03.21, 14.03.23).
- Latest editions of the California Building Code, California Plumbing Code, California Residential Code and California Green Code.
- Orange County Hydrology Manual, Local Drainage Manual, Model WQMP, and Technical Guidance Document.


We have also provided plan check services to the Cities of Fullerton, Chino, Diamond Bar, and El Monte. Past project descriptions and references can be found on pages 11-13.

**On-Line/Electronic Plan Check Process:** In addition to conducting plan review services via paper submissions, Cannon's plan check experience includes conducting on-line/electronic plan reviews via ProjectDox, e-PlanREVIEW (EPR) and Bluebeam Studio. We manage and coordinate our electronic submittals / file sharing based on the City's preferred platform, such as ProjectDox, Sharepoint, Accela, Microsoft OneDrive, or Dropbox.

We look forward to the opportunity to work with the City to achieve its goals and objectives. I am available at the contact methods provided below should you require additional information or have any questions.

Sincerely,

  
Gary Solsona, PE, QSD  
Public Works Manager/Senior Project Manager  
16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
☎ 949.777.1580, ✉ GaryS@CannonCorp.us

  
Larry P. Kraemer, PE  
Director, Public Infrastructure  
1050 Southwood Drive,  
San Luis Obispo, CA 93401  
☎ 805.503.4542, ✉ LarryK@CannonCorp.us





# Contract Agreement Statement

*A California Corporation Providing Reliable Responsive Solutions since 1976*

We have reviewed Attachment 2, Standard Agreement and accept all provisions.





### Firm Background

As a full-service engineering, surveying, and construction management firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients *Reliable Responsive Solutions*, whether the project scope is expansive or more specialized, spans 47 years.

Our staff of professionals includes registered civil, structural, mechanical, and electrical engineers; licensed land surveyors; construction managers; funding administrators; instrumentation and controls (SCADA) specialists; Geographic Information System (GIS) specialists; and planners. In addition, we employ experts in 3D scanning and modeling, permitting and compliance, Low Impact Development (LID), and the LEED certification process.

With more than 135 professionals, we have extensive experience in general civil plan checking services; map check services; design; surveying services; street rehabilitation, widening, and improvement projects; and major street, storm drain, right-of-way, water, sewer, and dry utility design.

Cannon provides preliminary engineering studies and master planning for drainage facilities, hydrology and hydraulics, water utilities, sewer, and dry utilities. We have strong experience in the preparation of engineering documents for each phase of design and construction: conceptual design, preliminary design, final engineering, construction documents, construction support, and construction management.

### Office Locations

Services for the City will be provided primarily from our Irvine office with support from our other offices, if needed. Cannon office locations include the following:

#### Irvine

16842 Von Karman Ave.  
Suite 150  
Irvine, CA 92606  
☎ 949.753.8111

#### Los Angeles

11900 W Olympic Blvd.  
Suite 530  
Los Angeles, CA 90064  
☎ 310.664.1166

#### Ventura

305 S Kalorama St.  
Suite A  
Ventura, CA 93001  
☎ 805.544.7407

#### San Luis Obispo

1050 Southwood Dr.  
San Luis Obispo, CA  
93401  
☎ 805.544.7407

### Financial Stability

As a growing, financially stable organization, we are proud of the good credit rating we have earned from Dunn & Bradstreet in an industry dominated by fair and poor ratings. Cannon has not been debarred, suspended, or otherwise declared ineligible to contract by any Federal, State, or local public agency, and has not had a contract terminated for breach with a client.

Cannon has the financial resources and regular staffing to provide Reliable Responsive Services to the City of Santa Ana. We are able to maintain our proposed project team (including subconsultants) to facilitate the timely and continuous performance of work.

### Point-of-Contact

For any questions concerning this proposal submittal, please contact Mr. Solsona at the phone numbers or email provided below:

#### Gary Essex A. Solsona, PE, QSD

Public Works Manager/Senior Project Manager  
16842 Von Karman Avenue, Suite 150 Irvine, CA 92606  
☎ 949.777.1580, 📞 909.234.7857, ✉ GaryS@CannonCorp.us



## Subconsultants

### Geotechnical



LOR Geotechnical Group, Inc. (LOR) is a multi-disciplinary geotechnical, engineering, and consulting firm providing sound solutions and innovative strategies in the geotechnical, geologic, environmental, and construction inspection fields for their clients since 1988. Their experience includes planned communities, commercial, industrial, and residential development projects, as well as public infrastructure improvements.

#### **John Leuer, GE**

6121 Quail Valley Court

Riverside, California 92507

☎ 951.653.1760 ✉ jleuer@lorgeo.com

### Environmental



**ECORP Consulting, Inc.**  
ENVIRONMENTAL CONSULTANTS

Established in 1987, ECORP Consulting, Inc. (ECORP) specializes in assisting government agencies and private clients with a wide range of environmental services. ECORP is a financially sound firm with five offices (Santa Ana, Redlands, Rocklin, San Diego, and Chico) serving clients throughout California. ECORP provides support over the life of a project, from initial baseline studies; to environmental planning, documentation, and review; permit negotiation, liaison with resource agencies, and mitigation design; and through to construction monitoring and compliance reporting. ECORP brings an experienced team of more than 120 CEQA and NEPA specialists, terrestrial and aquatic biologists, wetlands specialists, paleontologists, archaeologists/cultural resource specialists, air quality/greenhouse gas specialist, noise analysis specialists, geographic information systems (GIS) specialists, and unmanned aerial systems (UAS) pilots.

#### **Jesus "Freddie" Olmos**

Principal Environmental Planner

215 North 5th Street, Redlands, CA 92374

☎ 909.307.0046 ✉ folmos@ecorpconsulting.com

### Landscape Architecture and Irrigation



Founded in 1979 and incorporated in 1998, BGB Design Group (BGB) has a balance of both public and private clients. Award-winning public projects have included the Avalon Waterfront Urban Design on Catalina Island, the Esplanade in Redondo Beach, the City of Laguna Beach Landscape Resource Document, and the San Clemente Pedestrian Beach Trail. Other noted public projects include parks, creek restoration, trails, libraries, civic centers, and related public facilities.

#### **Arthur Guy, ASLA**

President

3185 C1 Airway Avenue

Costa Mesa, CA 92626

☎ 714. 545.2898 ✉ art@bgb-inc.com

### Traffic Plan Check



Established in 2010, TJW, a California Corporation, is a Small Business Enterprise (SBE) consulting firm that specializes in traffic engineering and transportation planning services. Their team of 14 employees, located in California and Idaho, is comprised of experienced engineers, planners and staff that have extensive knowledge of standards, specifications, and guidelines. Through their project experience, they can effectively provide thorough and comprehensive services for innovative traffic engineering and transportation planning solutions to meet the needs of their clients, stakeholders and the community.

#### **Gene Kim, PE, TE**

Principal Engineer

9841 Irvine Center Dr. #200

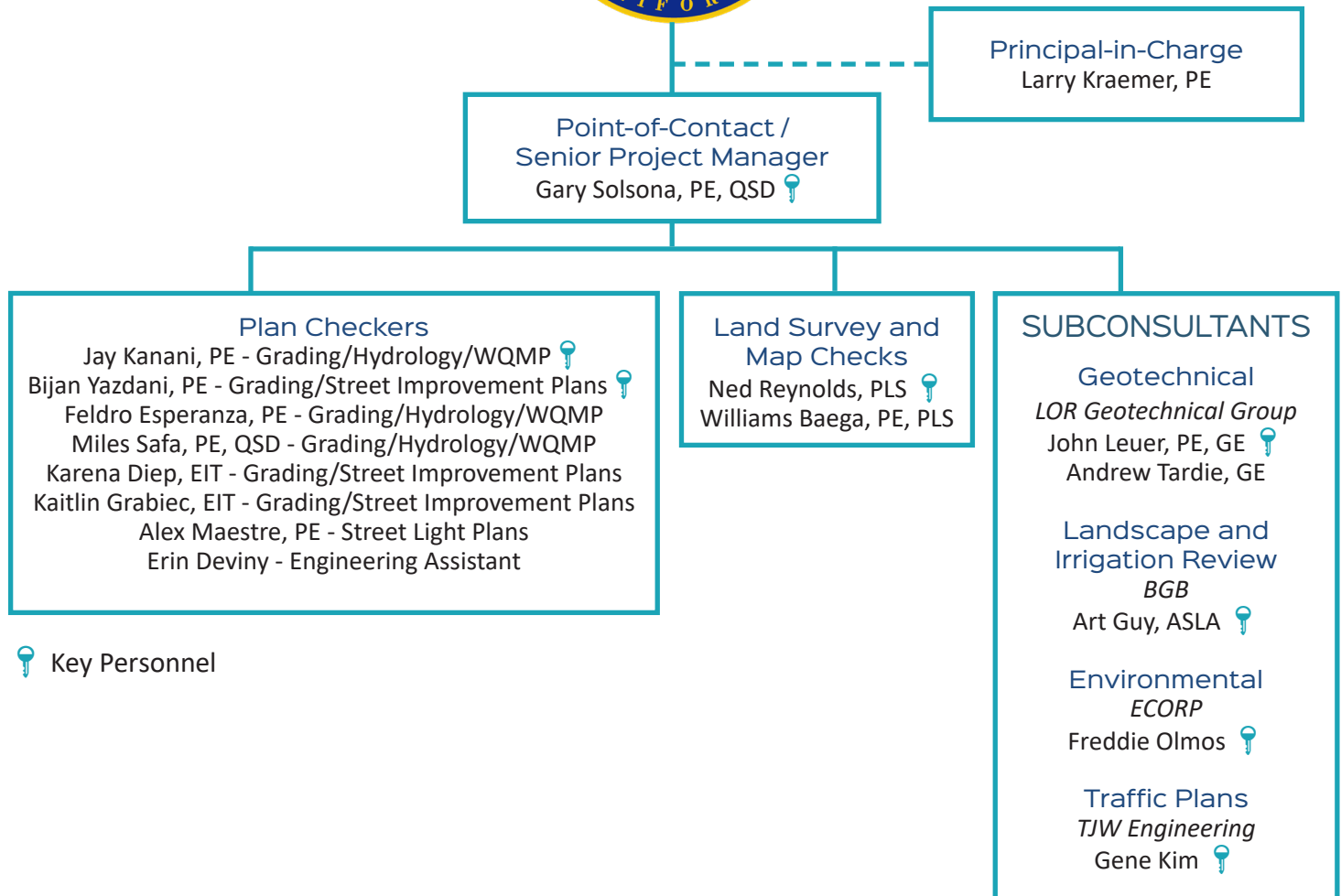
Irvine, California 92618

☎ 949.878.3509 ✉ gene@tjwengineering.com

# Organization Chart

Our key personnel will be principally responsible for working with the City. As Senior Project Manager, Gary Solsona will conduct the presentation if the firm is selected to interview.

Resumes for our key personnel are included as an Attachment.



## Alternate Point-of-Contact

If Mr. Solsona is unavailable to perform as the main point-of-contact, Mr. Kraemer will be available to manage the plan checking team and tasks for the City.

**Larry Kraemer, PE** Principal-in-Charge  
1050 Southwood Drive, San Luis Obispo, CA 93401  
☎ 805.503.4542, ✉ LarryK@CannonCorp.us





## Current Workload and Staff Availability

Cannon's current and anticipated workload allows us to completely and comprehensively fulfill on-call services that may be assigned by the City of Santa Ana as a result of this proposal. As an on-call service provider for many clients throughout Southern California, we understand the importance of meeting project schedules and deliverable deadlines.

Tasks requiring the specialized technical services of our subconsultants will be performed under Cannon's direction under a documented Work Plan.

Our plan checking team of experienced engineers and land surveyors are supported by qualified, technical staff that will provide needed reviews in an efficient, timely, cost-effective manner. The table below illustrates our key personnel's current workload, and availability.

Key Team Members / Role	Current Project Workload	% Available
Gary Solsona, PE, QSD Point-of-Contact / Senior Project Manager	Plan check services for Cities of Santa Ana, Diamond Bar, Fullerton, and Chino	50%
Jay Kanani, PE Grading/Hydrology/WQMP		80%
Bijan Yazdani, PE Grading/Street Improvement Plans		80%
Miles Safa, PE, QSD Grading/Hydrology/WQMP		80%
Feldro Esperanza, PE Grading/Hydrology/WQMP		80%
Karena Diep, EIT Grading/Street Improvement Plans		50%
Kaitlin Grabiec, EIT Grading/Street Improvement Plans		50%
Ned Reynolds, PLS Land Survey and Map Checks	Directing Various Land Development and Public Works Projects	50%
Williams Baega, PE, PLS Land Survey and Map Checks	Various Land Development and Public Works Projects	50%
Alex Maestre, PE Street Light Plans	Various Land Development and Public Works Projects	50%
Erin Deviny Engineering Assistant	Various Land Development and Public Works Projects	50%
John Leuer, PE, GE (LOR) Geotechnical Review	Various Land Development and Public Works Projects	35%
Jesus "Freddie" Olmos (ECORP) Environmental	Various Land Development and Public Works Projects	35%
Art Guy, ASLA (BGB) Landscape Architecture and Irrigation Review	Various Land Development and Public Works Projects	35%
Gene Kim, PE, TE (TJW) Traffic Review	Various Land Development and Public Works Projects	35%



# Understanding of Need/Schedule of Delivery

## Project Understanding

The City of Santa Ana (City) is seeking an engineering consultant to provide complete plan check services on an on-call, as needed basis. The services include review of civil related improvement plans, studies, and reports, including grading, sewer, storm drain, water quality management plans (WQMP), drainage, and erosion control.

We have built our team around the understanding that plan check services should be provided by or under the responsible charge of a California Licensed Professional Engineer and Land Surveyor.

Our team's plan check experience includes rough grading, precise grading, hydrology and hydraulics, street improvements, street lighting, erosion control, WQMP, survey maps and easement plans, lot line adjustments, utility easements, and map recordation.

We've developed a comprehensive and dynamic program to successfully deliver on-call plan checking review services for our clients. We understand the importance of proactive communication, responsiveness, and flexibility. We are accustomed to being ready when called upon for specific assignments to meet your expectations. Our team has the proven ability to streamline the plan check review process based on the systems and templates we've created (such as our plan check log [Figure 1.]) to confirm quality and promptness. Cannon is strongly committed to serving our clients by truly listening to their project objectives, producing quality work, and completing plan check reviews on time or early, and within budget.

**Figure 1.** Sample of Cannon Plan Check Log

CANNON PROJECT #	PROJECT NAME / DESCRIPTION	CURRENT PLAN CHECK # OR MOST RECENT PLAN CHECK #	PLAN CHECK APPROVED	CORRECTED	PC1 (1ST PLAN CHECK)				PC2 (2ND PLAN CHECK)				PC3 (3RD PLAN CHECK)			
					DATE RECEIVED FROM CITY	REVIEW DATE	DATE RETURNED TO CITY	STATUS	DATE RECEIVED FROM CITY	REVIEW DATE	DATE RETURNED TO CITY	STATUS	DATE RECEIVED FROM CITY	REVIEW DATE	DATE RETURNED TO CITY	STATUS
200903 000	PL 19-0072, 0071, 0070	PC6	N	Y	2/1/2020	2/27/2020	2/27/2020	COMPLETED ON TIME	2/21/2020	2/27/2020	2/27/2020	COMPLETED ON TIME	2/21/2020	2/27/2020	2/27/2020	COMPLETED ON TIME
200903 004	PL 17-0113	PC5	Y	N	6/17/2020	6/17/2020	6/17/2020	COMPLETED ON TIME	6/17/2020	6/17/2020	6/17/2020	COMPLETED ON TIME	6/17/2020	6/17/2020	6/17/2020	COMPLETED ON TIME
200903 008	PL 19-0191	PC4	N	Y	6/1/2020	6/1/2020	6/1/2020	COMPLETED ON TIME	6/1/2020	6/1/2020	6/1/2020	COMPLETED ON TIME	6/1/2020	6/1/2020	6/1/2020	COMPLETED ON TIME
170301 00 001.2	170301 00 001.2	PC3	Y	N	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME
190021 01 140	190021 01 140	PC4	Y	N	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME
190021 01 141	190021 01 141	PC4	Y	N	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME	9/8/2020	9/8/2020	9/8/2020	COMPLETED ON TIME
190021 01 140	190021 01 140	PC4	N	Y	10/10/2020	10/10/2020	10/10/2020	COMPLETED ON TIME	10/10/2020	10/10/2020	10/10/2020	COMPLETED ON TIME	10/10/2020	10/10/2020	10/10/2020	COMPLETED ON TIME
190201 00 003	190201 00 003	PC3	N	Y	5/25/2022	5/25/2022	5/25/2022	COMPLETED ON TIME	5/25/2022	5/25/2022	5/25/2022	COMPLETED ON TIME	5/25/2022	5/25/2022	5/25/2022	COMPLETED ON TIME
190201 00 008	190201 00 008	PC4	N	Y	7/28/2022	7/28/2022	7/28/2022	COMPLETED ON TIME	7/28/2022	7/28/2022	7/28/2022	COMPLETED ON TIME	7/28/2022	7/28/2022	7/28/2022	COMPLETED ON TIME
190201 00 009	190201 00 009	PC3	N	Y	8/3/2022	8/3/2022	8/3/2022	COMPLETED ON TIME	8/3/2022	8/3/2022	8/3/2022	COMPLETED ON TIME	8/3/2022	8/3/2022	8/3/2022	COMPLETED ON TIME
190201 00 091	190201 00 091	PC3	Y	N	8/4/2022	8/4/2022	8/4/2022	COMPLETED ON TIME	8/4/2022	8/4/2022	8/4/2022	COMPLETED ON TIME	8/4/2022	8/4/2022	8/4/2022	COMPLETED ON TIME
190201 00 091	190201 00 091	PC3	N	Y	8/24/2022	8/24/2022	8/24/2022	COMPLETED ON TIME	8/24/2022	8/24/2022	8/24/2022	COMPLETED ON TIME	8/24/2022	8/24/2022	8/24/2022	COMPLETED ON TIME
190201 00 091	190201 00 091	PC2	N	Y	9/8/2022	9/8/2022	9/8/2022	COMPLETED ON TIME	9/8/2022	9/8/2022	9/8/2022	COMPLETED ON TIME	9/8/2022	9/8/2022	9/8/2022	COMPLETED ON TIME

## Approach

Cannon's approach to provide plan check and map check services to the City includes the following key components:

- Communication Strategy
- Experienced Plan Check Team
- Plan Check Conformance
- Facilitating the Plan Check Process
- Electronic Development Plan Checking
- Record Keeping and Reporting
- Turnaround Time

## Communication Strategy

At the top of this list of key components that will lead to project success is effective communication between our internal review team and the City's Project Manager and Staff. This will confirm we provide the City with the support they are looking for to reduce the impact to politically sensitive areas or disruption to the public. The closest possible rapport will be developed with the City's Project Manager to understand special budget constraints, time schedules, and associated impacts. By building on excellent communications, we will more easily define problem areas, technical requirements, and facilitate a smoother plan check review and approval process.

## Experienced Plan Check Team

Within our highly skilled staff of engineers, project managers, quality assurance / quality control (QA/QC) team, and constructability reviewers are personnel that take their chosen profession very seriously. This team strives for the highest quality of service for each project review. Because our plan check engineers have extensive design experience using local, regional, and other applicable design standards on a day-to-day basis, we can confirm the improvement plans and associated reports and documents will meet the current applicable codes and standards.

We have also structured our team to have flexibility with meeting varying workload sizes. In addition to our key personnel, Cannon is home to comprehensive engineering staff who are ready to commence project work immediately, should the need arise. We can meet short-term workload needs by temporarily bringing in other personnel and, with the City's approval, meet

long-term needs with the addition or removal of other trained staff.

## Plan Check Conformance

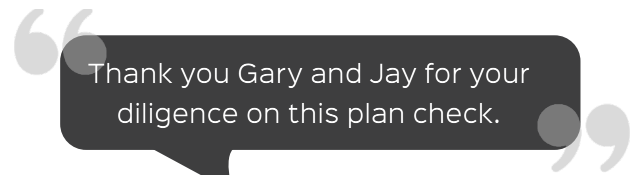
Cannon also understands that, at a minimum, plan check services will be provided in conformance with the most current version of the following documents and standards as applicable:

- Grading Plan Guidelines
- Street Improvement Guidelines
- Conditions of Approval and Title Reports
- City of Santa Ana Standard Plans
- Master Plans
- Municipal Code
- Grading Ordinance and Grading Plan Check Requirements
- California Building Codes Chapters 18, 33, and Appendix J
- APWA Standard Plans and Standard Specification (Greenbook) for Improvements in Public R/W
- Caltrans Standard Plans
- Orange County Public Works Standard Plans
- Approved Specific Plans, Site Plans, Environmental Documents, and/or Tentative and Final Maps
- Grants, easements, or vacations as applicable
- Traverse, Lot and Tract Boundary Closures for final or parcel maps Subdivision Map Act
- Model WQMP
- Orange County Technical Guidance Document
- CA MUTCD and WATCH

## Facilitating the Plan Check Process

We understand the concern, need, and desire to approve the plan check package at the first submittal. It has been our experience that when plan checks extend three review cycles, there is potentially an issue or concern that has not been addressed up front or there has been a breakdown in communication. We have experienced success in the past by implementing the following approach:

- Timely and complete technical reviews of the submitted plans and associated reports.
- Sound record keeping and documentation of when plan reviews are submitted and returned, correspondence files, meeting minutes (if necessary), plan check mark-ups, and reference materials. When plan corrections are required, a written plan correction list will be provided to the applicant, or the applicant's agent(s).
- With the City's permission, communication between plan reviewer(s) and the engineer/architect of record through phone calls, e-mails, faxes and/or plan check review meetings, as needed. Keeping our client and the project owners informed through CC's of review memos, e-mails and plan check logs.



Ehab Elias, Senior Civil Engineer  
City of Santa Ana

## On-line/Electronic Plan Review

We are committed to sustainable business practices, as we've been performing electronic plan check reviews for the past five years. Our objective with this process is to reduce waste and paper consumption and save money, resources, and time by eliminating mail or courier delivery services for hard copy packages, therefore reducing vehicle emissions.

We are aware the City utilizes ProjectDox to perform plan check review of improvement plans, technical studies and other documents. Our plan check team is adept with ProjectDox having received formal training on this cloud-based software alongside City staff and we are currently licensed users with the City. We are familiar with navigating through this cloud-based software, such as:

- Reviewing open projects and accepting "my tasks."
- Adding plan check comments using Changemark tools and Simple Markup tools, basic markup tools (highlighting, measurement, text box,

- Reviewing prior comments to check if they've been resolved.
- Resolving prior comments through the Review Comments page.
- Using the Compare Files tool to compare resubmittals with prior submittals.
- Completing plan check reviews in the E-form window by changing Review Status to "Approved" or "Corrections Required" and filling out the Timesheet Log.

As part of our project controls, Cannon will keep a record of when plans are received and returned in our plan check log. Excellent communications will allow us to define questionable areas, technical requirements, and to facilitate a smooth review and approval process.

We take no exception to the turnaround time as outlined in the City's RFP. If expedited reviews are requested, we are open to having discussions with the City and implementing these types of reviews.

Through years of experience, we have developed streamlined procedures that produce timely, accurate, and consistent plan reviews. Submitted

[illegible]





### On-Call Plan Check Services

*Santa Ana, California*



Cannon is currently performing numerous broad-based Entitlement and plan checking duties for the City of Santa Ana. Typical Plan Check services include grading, drainage, hydrology reports, WQMPs, and street improvement plans. Project types include residential, commercial, and industrial.

#### Key Project Team Members

- Gary Solsona, PE, QSD Senior Project Manager
- Jay Kanani, PE Senior Plan Checker
- Bijan Yazdani, PE Senior Plan Checker
- Feldro Esperanza, PE Grading/Hydrology/WQMP
- Miles Safa, PE, QSD Grading/Hydrology/WQMP
- Alex Maestre, PE Street Light Plans
- Karena Diep, EIT Plan Checker
- Kaitlin Grabiec, EIT Grading/Street Improvement Plans
- LOR Geotechnical Review

**Fees:** \$ 1,947,132

**Project Dates:** July 2019 - In Progress

**Reference:** Ehab Elias, PE Senior Civil Engineer  
*City of Santa Ana*

20 Civic Center Plaza, M-93, Santa Ana, CA 92701

☎ 714.647.5627 ✉ [EElias@santa-ana.org](mailto:EElias@santa-ana.org)

### On-Call Professional Engineering Services Private Development Plan Check

*Fullerton, California*



Cannon is currently providing entitlement review services and plan checking duties for residential, commercial, and industrial projects for the City of Fullerton. Our plan check services include grading, storm drain, hydrology reports, and street improvement plans.

#### Key Project Team Members

- Gary Solsona, PE, QSD Senior Project Manager
- Jay Kanani, PE Senior Plan Checker
- Bijan Yazdani, PE Senior Plan Checker
- Miles Safa, PE, QSD Grading/Hydrology/WQMP
- Karena Diep, EIT Plan Checker
- Kaitlin Grabiec, EIT Grading/Street Improvement Plans
- LOR Geotechnical Review

**Fees:** \$865,341

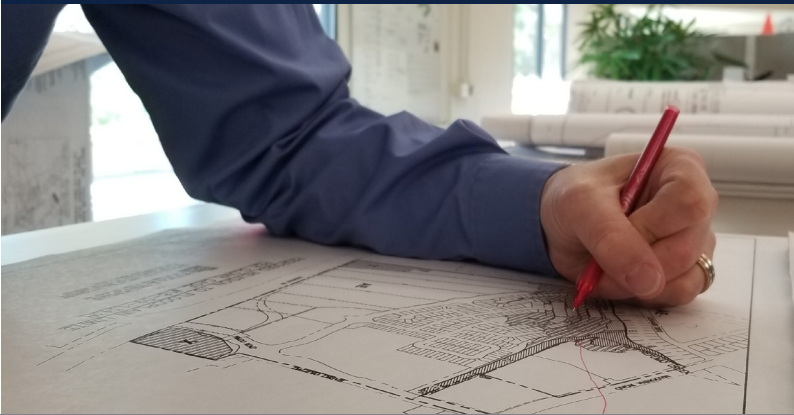
**Project Dates:** December 2018 - In Progress

**Reference:** Juan Zavala, PE  
*City of Fullerton*

303. W. Commonwealth Ave., Fullerton, CA 92832

☎ 714.738.6322 ✉ [JZavala@cityoffullerton.com](mailto:JZavala@cityoffullerton.com)

## Plan Check Services *Lancaster, California*



**Fees:** \$688,000

**Project Dates:** September 2016 - In Progress

### Key Project Team Members

- Gary Solsona, PE, QSD Senior Project Manager
- Jay Kanani, PE Senior Plan Checker
- Bijan Yazdani, PE Senior Plan Checker
- Miles Safa, PE, QSD Grading/Hydrology/WQMP
- Karena Diep, EIT Plan Checker
- Kaitlin Grabiec, EIT Grading/Street Improvement Plans
- LOR Geotechnical Review

**Reference:** Stephen Carillo, PE Senior Engineer  
*City of Lancaster*

44933 Fern Avenue, Lancaster, CA 93534

☎ 661.723.5845 ✉ [scarrillo@cityoflanasterca.org](mailto:scarrillo@cityoflanasterca.org)

Cannon provided on-call civil engineering plan check and map check services on more than 100+ development projects for the City of Lancaster. As part of our on-call contract with the City, Cannon reviewed grading and drainage plans, erosion control plans, hydrology and hydraulic reports, storm drain improvement plans, street improvement plans, water improvement plans, sewer area studies, sewer improvement plans, landscaping and irrigation plans within a landscape maintenance district (LMD), street light improvement plans and voltage drop calculations, soil/geotechnical reports, bond estimates, final mapping, and other documents.

Cannon's Plan Check Team reviewed the conditions of approval, reference material, City standard plans, plan checklist requirements and accessibility for projects constructed in the City for conformance with City Codes and ordinances, including the County Grading Code and Manual, "Greenbook" Standard Specifications for Public Works Construction, County Standards and Design Manual, California Building Codes, Los Angeles County Hydrology Manual and Los Angeles County Flood Control Hydraulic Design Manual. Extensive coordination was required between the different City departments and engineer of record to confirm quick turnaround times.

Cannon provided reviews in Bluebeam Revu and transmitted plan check submittals using the City's Accela website.

## City of El Monte As-Needed Plan Check Services *El Monte, California*



### Key Project Team Members

- Gary Solsona, PE, QSD Senior Project Manager
- Jay Kanani, PE Senior Plan Checker
- Bijan Yazdani, PE Senior Plan Checker
- Feldro Esperanza, PE Grading/Hydrology/WQMP
- Miles Safa, PE, QSD Grading/Hydrology/WQMP
- Karena Diep, EIT Plan Checker
- Kaitlin Grabiec, EIT Grading/Street Improvement Plans
- LOR Geotechnical Review

Cannon provided broad-based plan checking duties for the City of El Monte. Plan check services include grading, soils report reviews, storm drain, hydrology reports, LID reports, street improvement plans, parcel/tract maps, condominium plans, easements, and lot line adjustments.

**Fees:** \$220,460

**Project Dates:** October 2019 - In Progress

**Reference:** Kevin Ko, PE Project Manager  
*City of El Monte*

City Hall West, 2nd Fl, 11333 Valley Blvd.

El Monte, CA 91731

☎ 626.580.2000 ✉ [kko@elmonteca.gov](mailto:kko@elmonteca.gov)

# On-Call Civil Plan Check Services

*Chino, California*



## Key Project Team Members

- Gary Solsona, PE, QSD Senior Project Manager
- Jay Kanani, PE Senior Plan Checker
- Bijan Yazdani, PE Senior Plan Checker
- Feldro Esperanza, PE Grading/Hydrology/WQMP
- Miles Safa, PE, QSD Grading/Hydrology/WQMP
- Alex Maestre, PE Street Light Plans
- Karena Diep, EIT Plan Checker
- Kaitlin Grabiec, EIT Grading/Street Improvement Plans
- LOR Geotechnical Review

Cannon provided plan check services for the City of Chino. Plan check services included grading, soils report reviews, sewer, water, storm drain, hydrology reports, WQMPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, easements, and lot line adjustments. Project types include residential, commercial, and industrial. Our survey team has acquired and reviewed record maps (tract maps, parcel maps, and record of surveys) adjacent to the annexation boundary and selected the most pertinent to create the annexation parcel. Deliverables included a plat and legal description per LAFCO standards.

**Fees:** \$693,090

**Project Dates:** July 2020 - In Progress

**Reference:** Jesus Plasencia, PE Assistant City Engineer  
*City of Chino*

13220 Central Avenue, Chino, CA 91710

☎ 909.334.3417 ✉ [jplasencia@cityofchino.org](mailto:jplasencia@cityofchino.org)





## References

The following is a list of clients we've worked with in the recent past who can attest to our commitment to excellence, reliability, and responsiveness. Please feel free to contact them as you see fit.

**Ehab Elias, PE**

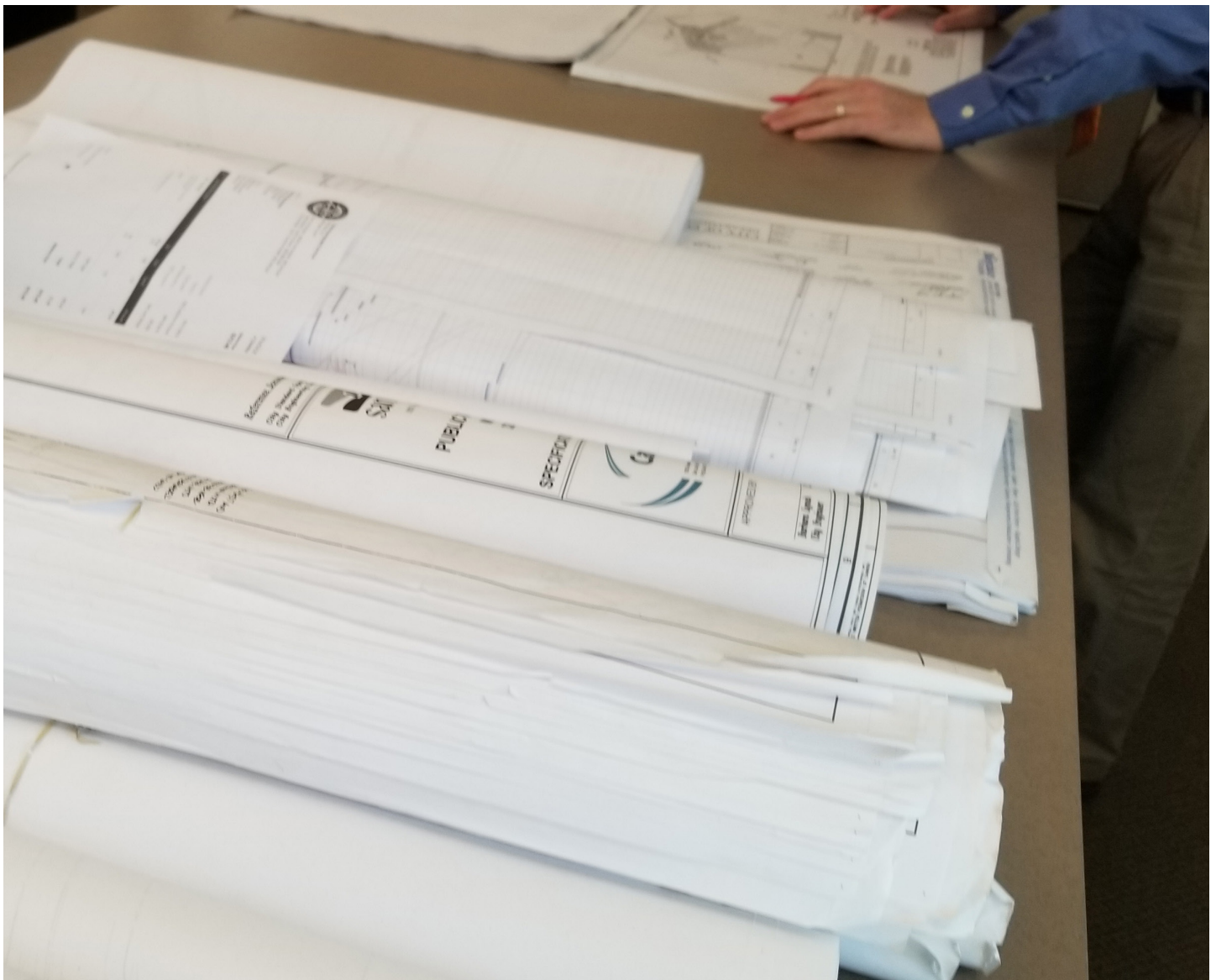
Senior Civil Engineer  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana CA 92701  
☎ 714.647.5400  
✉ EElias@santa-ana.org

**Juan Zavala, PE**

Principal Civil Engineer  
City of Fullerton  
303 W. Commonwealth Avenue  
Fullerton, CA 92832  
☎ 714.738.6322  
✉ JZavala@cityoffullerton.com

**Stephen Carillo, PE**

Senior Engineer  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534  
☎ 661.723.5845  
✉ scarrillo@cityoflancasterca.org







## **2. Scope of Services and Schedule**

## Scope Of Services

The scope for potential tasks includes the following:

### Street Improvement Plans

Cannon will review street improvement plans, utilizing the City's street improvement plan guidelines, provide comments and recommend for approval. We will check for compliance with City adopted standard drawings, specifications, ADA standards, and applicable regulations using Cannon's in-house plan check list or as provided by City staff. Services will include initial and subsequent reviews, full or partial plan review services, interaction with the City and recommendations to the City staff for final approval. To confirm adequate document preparation, we will attend project status meetings with the City staff (upon request) and with others as required to discuss status and/or details of the project.

We will verify code compliance of street geometrics, typical sections showing cross slopes, centerline, right-of-way, dimensions and applicable construction notes, verify minimum/maximum street profile grades, grade breaks, vertical curve info, review street profiles of centerline, left and right curbs, confirm AC/AB pavement structural section complies with City standard and/or geotechnical report recommendations, station/elevations at key locations, curb ramp details, driveway details, working design sections, proposed drainage devices such as catch basins with local depressions, and review "join" conditions at limits of work. For any work within Caltrans Right-of-Way (intersecting Interstate 5 and State Routes 55 and 22), we will verify compliance with the Caltrans Standard Plans and Standard Specifications.

### Grading Plans

Cannon will review rough grading plans for substantial conformance to the approved documents from the entitlement process, including but not limited to tentative map, drainage concepts (hydrology and hydraulics), and preliminary WQMP.

Review of precise grading plans consists of verification of detailed finish grade elevations to show drainage patterns, flow lines for lot drainage, proposed

paving, and that grading plans are signed and sealed by a registered civil engineer. The review may include identifying previous preliminary grading permits issued for the project site.

### Hydrology Studies and Hydraulics Calculations

Cannon will provide preliminary design review of hydrology/hydraulics technical reports for proposed private development projects and attend City design review meetings as necessary. Cannon will apply our current plan check experience on drainage projects with the City's specific requirements, such as 1) verifying the new site development will not place additional stress on the existing drainage system, 2) verify storm frequency of 100 years will not exceed the ultimate street right-of-way and 3) sump conditions will carry a 100-year storm frequency and have a secondary "emergency overflow" outlet. Additionally, we will verify the proposed finished floor elevation of residential buildings are minimum of one foot higher than 100-year flood.

### Water Quality Management Plans

Cannon will review the WQMP Report submittals to confirm compliance with the 2011 Orange County Model WQMP, the 2013 Orange County Technical Guidance Document (TGD) and local jurisdictional runoff management program. Our review of each WQMP submittal will consist of identifying the process that Permittees will employ for developing a Water Quality Management Plan for new development and significant redevelopment projects.

We review each project proponent to implement a program that requires structural Best Management Practices (BMPs) on Priority Development Projects to be designed, constructed, and maintained to remove pollutants in storm water to meet the criteria set forth in the TGD, and existing Hydromodification Management Plan (HMP).

Our review will include the following:

- Verify accuracy of project address, description, site information, the owner's information, or the person for signing the certification of ownership.
- Verify the condition of approval is addressed in the proposed WQMP Report.
- Confirm if Hydrologic Condition of Concern (HCOC) exists and verify the receiving waters.
- Verify the Potential Stormwater Pollutants on the project.
- Verify low-impact-development (LID) best management practices (BMP) selection and project conformance analysis.
- Confirm LID BMPs follow the hierarchy of infiltration, evapotranspiration, harvest/re-use, and biotreatment.
- Verify that non-structural and structural source control BMPs are incorporated in the report and onto WQMP Site Plan.
- Verify if project qualifies for Water Quality Credits.
- Confirm that BMP inspection and maintenance schedule are listed, and the responsible party and the minimum frequency of activities are tabulated in the report.
- Confirm the that Operations and Maintenance Plan is prepared and included
- Verify the final submittal for recordation of WQMP Report includes necessary documents.

## Geotechnical Reports

LOR Geotechnical Group, Inc. (LOR), will provide the following scope items:

- Review geotechnical plans, and/or reports prepared by others and submitted to the City.
- Generate geotechnical review comments based on current City, County, and/or State standards.
- Prepare written comments or approvals by a state licensed Geotechnical Engineer.

## Land Surveying, Legal Description of Dedication and Final Map Plan Check

Cannon's Survey Team is experienced in processing and reviewing tract and parcel maps, legal descriptions for easements, dedications, abandonments, and lot line adjustments. Cannon will review provided title reports and documents, and research previously filed maps in the area of the applicant's submittal for existing conditions to be taken into consideration by the applicant. The application will be reviewed for technical correctness and standard of care. Drafting standards will be reviewed for compliance with Subdivision Map Act requirements and clarity, along with survey calculations and spell checking. Recommendations will be made on all of the above in written format. Direct interaction with the Applicant during the plan check process can be helpful to ensure a timely plan check review. We encourage the city to consider authorizing such coordination.

## Landscape Architectural and Irrigation

Our team will review landscape and irrigation plans, which include water use calculations, to confirm the plan is prepared by a licensed landscape architect, includes an irrigation system layout with the location of controllers and points of connection with data on valve sizes and gallons per minute (GPM), the size and location of sleeves and all spray heads, including the location of conventional systems and drip systems; an irrigation legend with complete specifications; irrigation notes and construction details of all assemblies and components; a recommended irrigation schedule, preferably on an annual basis; and a summary block on the initial page of submitted plans that will present information clearly and accurately. We will review that the landscape plan includes a Plant Legend containing; plant symbol, scientific name of plant material, common name of plant material, plant container size, and plant spacing. We will confirm that proposed landscaping shall be compliant with the City of Santa Ana's Landscape Water Conservation Ordinance Chapter 41, Article XVI of the Santa Ana Municipal Code and Water Efficient Landscape ("Guidelines") Appendix A.

## Environmental

ECORP will provide the following environmental scope items:

- Review project plans, specifications, environmental documentation, and relevant permits to understand the proposed development's scope and potential environmental impacts.
- Confirm compliance with local, state, and federal environmental regulations, including, but not limited to, the California Environmental Quality Act (CEQA), Clean Water Act (CWA), Endangered Species Act (ESA), and air quality regulations.
- Provide an environmental plan check report documenting findings, mitigation measures, and recommended conditions of approval.
- Confirm plans and specifications align with the City's commitment to sustainable development and environmental stewardship, aiming to protect natural resources.

## Transportation/Traffic Studies

We will verify conformance to specific circulation plans, including transportation management plans, master plans of streets and highways, general circulation plans and coordination of these plans with those developed by metropolitan planning organizations.

## Signing and Striping and Traffic Signal Plans

Cannon will verify conformance with applicable traffic engineering design standards, such as California MUTCD, Caltrans Traffic Manual, Caltrans Highway Design Manual, American Association of State Highway, Work Area Traffic Control Manual, and National Association of City Transportation Officials Bikeway Design guide for bicycle facilities.

Our review will also assess various Intelligent Transportation System (ITS) component designs (including changeable message signs, closed circuit television, etc.), traffic safety studies, speed zone surveys, "red light" camera investigations, parking studies, demonstration projects, bicycle studies and facilities design, transit studies, truck studies, traffic studies for new development, and traffic signal coordination timing development.

We will verify that striping construction notes are referencing the appropriate Caltrans Standard Plans A20A through A20G for striping and A24A through A24H for pavement markings. We will also verify other traffic related items meet minimum standards, such as lane widths, taper lengths, sign placement, crosswalk width, etc.

## Street Lighting Plans

Cannon will provide plans review for street lighting and voltage drop calculations in compliance with the City's Lighting Standards. Work will include public street lighting plan checking and voltage drop calculation services in the City. There will be coordination with client and utility consultant to verify electrical service pedestal locations and street light standard specification.

Voltage drop calculation services will include verifying voltage drop for branch circuits and adequate wire and conduit sizing for the street lighting project. Plan check requirements, specific City design guidelines for street lighting and conformance of current electrical, state, and jurisdictional standards/codes will be verified.





# Quality Assurance / Quality Control Program

Cannon has earned a strong reputation for product delivery and professional service. We have built and continue to develop internal control processes that incorporate peer review and progress reporting to help projects meet established design and review guidelines, remain within budget, and stay on schedule. We take a proactive approach to project management, with an emphasis on project and review process familiarity, open communication, quality and cost control, and project scheduling. Processes include a Work Product Review (WPR) Program, project “Look Backs,” Project Progress Reviews, plan check checklists, and an Earned Value Analysis (EVA) program.

In addition, we employ cost savings strategies that have been effective in managing projects for public and private industry clients. These strategies may include: cost benefit analysis and value engineering reviews; alternative technologies review or innovative approach analysis; and the use of plan check review control logs.

Our work-flow incorporates quality review processes to confirm compliance with standards, and that our engineering services are accurate, efficient, and fully

meet our clients’ expectations. We place an emphasis on “getting it right the first time.”

## Deliverables

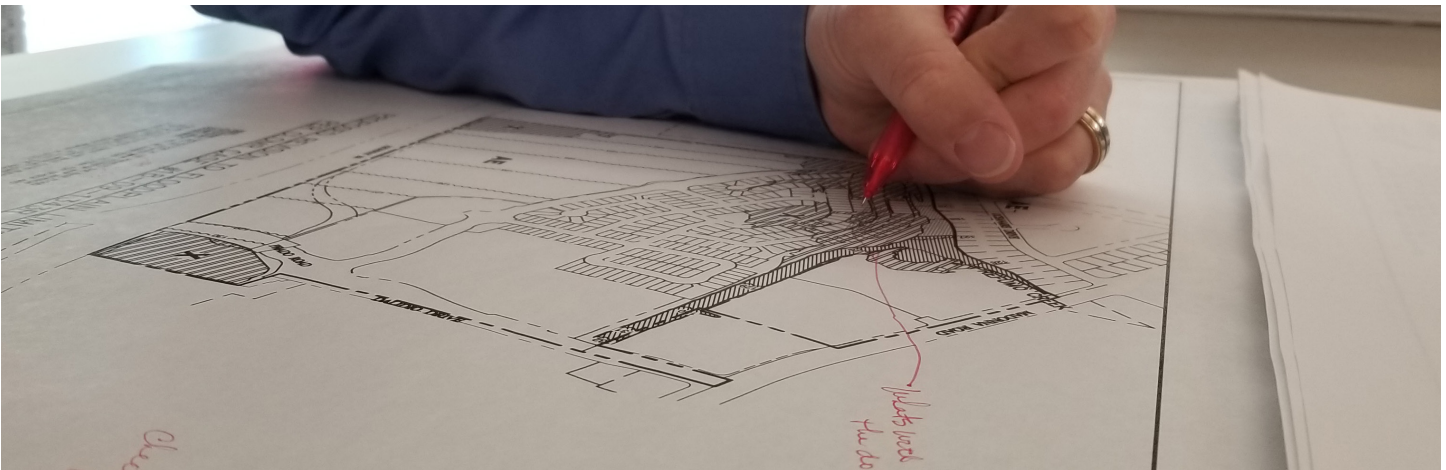
We recognize the importance of providing accurate, detailed, and high-quality deliverables. It is critical that plan check redlines and the comment letter clearly illustrate the necessary information to produce a successful project. Many of our Cannon design staff have also worked in our Construction Management Department, gaining meaningful insight on the importance of well-defined plans, specifications, and bid item quantities. Our Project “Look Backs” are not only conducted from the designer perspective, but also from our managers perspective, to further develop our design team’s accuracy in work products.

We have illustrated our plan check work-flow process below.

## Schedule

We will comply with the guidelines stated in Attachment 1 of the RFP, confirming the initial plan review will be completed within a maximum of four weeks, followed by a two-week period for the second review, and a one-week turnaround time for further reviews, if necessary.

## Workflow Chart





# **Attachments**

**Key Personnel Resumes**

**3-1: Non-Collusion Affidavit**

**3-2: Non-Lobbying Certification**

**3-3: Non-Discrimination Certification**

**3-4: Fleet Compliance Certification**



Mr. Solsona has 22 years of civil engineering experience with on-call contracts for public works, consisting of plan check and map check assignments, civil engineering design, award-winning roadway widening, street rehabilitation and intersection improvements, sound wall and retaining wall design, and preparation of traffic control plans and project study reports. He is recognized in the industry as an ADA design specialist. His proactive approach is carried out seamlessly through project management, engineering design development, and construction support services to public agencies throughout Southern California.

#### Professional Registration

- Civil Engineer, California, No. 68420
- Qualified SWPPP Developer – Practitioner #234666

#### Education

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona, California

#### Professional Affiliations

- Member – ASCE, ACEC and APWA
- Past Board Member – Filipino American Society of Architects and Engineers

**Office:** Irvine, California

Mr. Solsona has a proven track record in providing innovative, cost-saving, and sustainable solutions (such as alternative pavement rehabilitation methods, including full depth reclamation and cold-in-place recycling) on numerous street improvement projects for major arterials and residential streets.

#### Select Relevant Experience

- City of Santa Ana Development Plan Check Services, Santa Ana, California
- City of Fullerton Private Development Plan Check Services, Fullerton, California
- City of Chino Development Plan Check and Map Check Services, Chino, California
- City of Lancaster Permit Plan Check Services, Lancaster, California
- City of Huntington Beach, Plan Check Services, Huntington Beach, California
- City of El Monte As-Needed Plan Check Services, El Monte, California

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Gary Solsona has led our General Civil Plan Check team to successfully complete more than **700** general civil plan check and subdivision map check assignments over the past two years.

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**Licenses and Certifications**

- Professional Civil Engineer, California No. 48353

**Education**

- Bachelor of Science, Civil Engineering, University of Oklahoma, Oklahoma / Advanced Concrete Design / Advanced Hydrology

**Office:** Irvine, California

**Jay Kanani, PE** Grading/Hydrology/WQMP

Mr. Kanani has more than 28 years of experience as a senior civil engineer providing general plan check services, design and QA/QC for capital improvement and various residential and commercial land development projects. He confirms compliance with Department of Public Works/Engineering standards and design policies, as well as conditions of approval for development projects. Mr. Kanani has four years of experience working in the public sector and has provided plan check services of grading plans and WQMPs. His experience includes storm drain, sanitary sewer, water system, open channel, and FEMA detention basin and flood study.

**Select Relevant Experience**

- City of Santa Ana Development Plan Check Services, Santa Ana, California
- City of Fullerton Private Development Plan Check Services, Fullerton, California
- City of Chino Development Plan Check and Map Check Services, Chino, California
- City of Diamond Bar Plan Check, Map Check, and Inspection Services, Diamond Bar, California
- City of El Monte As-Needed Plan Check Services, El Monte, California
- City of Corona Plan Check Services, Corona, California

**Licenses and Certifications**

- Professional Civil Engineer, California No. 68211

**Education**

- Bachelor of Science, Civil Engineering, West Virginia University, West Virginia
- U.S. Army Corp of Engineers Contractor Health and Safety – Construction Safety Hazard Awareness EM 385 1-1 and OSHA 30 Hours

**Office:** Irvine, California

**Bijan Yazdani, PE** Grading/Street Improvement Plans

Mr. Yazdani has more than 35 years of experience as a senior civil engineer providing QA/QC and general plan check services for capital improvement and land development projects to confirm adherence to the Departments of Public Works/Engineering standards and design policies and conditions of approval for development projects. Mr. Yazdani's project experience includes roadway design, drainage design, right-of-way, grading plans, storm drain plans, street improvement plans, signing and striping plans, and water and sewer plans as well as checking of tract and parcel maps, lot line adjustments, and easement documents.

**Select Relevant Experience**

- City of Santa Ana Development Plan Check Services, Santa Ana, California
- City of Fullerton Private Development Plan Check Services, Fullerton, California
- City of Chino Development Plan Check and Map Services, Chino, California
- City of Lancaster Permit Plan Check Services, Lancaster, California
- City of Diamond Bar Plan Check, Map Check, and Inspection Services, Diamond Bar, California
- City of El Monte As-Needed Plan Check Services, El Monte, California
- City of Menifee Civil Plan Check Services, Menifee, California





## Ned Reynolds, PLS Survey and Map Checks

Mr. Reynolds brings more than 35 years of experience in the surveying field working with a variety of survey equipment such as manual and robotic total stations, static, RTK, and network GPS. As a land surveyor, he has served in the field and office on numerous public infrastructures, land development, industrial, residential, and commercial construction projects.

As a mapping specialist his responsibilities include directing field crews, establishing boundaries and annotation using AutoCAD Civil 3d for Subdivision, Record of Survey and ALTA Survey. He prepares Tract Maps, Lot Line Adjustments, Legal Descriptions for Easement Deeds, and Certificates of Correction and Condominium Plans.

### Professional Registration

- Professional Land Surveyor, California, No. 7725

### Professional Affiliations

- California Land Surveyors Association – State Chapter

### Software Skills

- AutoCAD (Civil 3D, Map)
- Trimble Business Center
- Trimble Access
- Legal-Aid

**Office:** Irvine, California

### Select Relevant Experience

- Alta Survey, followed by Tract No. 17747, Lighthouse project for Taylor Morrison, City of Costa Mesa, California
- Field surveying, boundary resolution, and topographic surveying Tract Nos. 77096 and 77097, Edgewood project for City Ventures Homebuilding, City of Long Beach, California
- Field surveying, boundary resolution, and topographic surveying for an ALTA survey followed by Lot Line Adjustment No. LL 0000795 and Tract No. 19021, Nolin project on Lincoln Avenue (East of Beach Blvd.) for Landsea Homes, City of Anaheim, California



## John Leuer, PE, GE Geotechnical Review

Mr. Leuer has over 35 years of professional experience in the geotechnical and civil engineering field. In this time, Mr. Leuer has developed an extensive knowledge of the many technical considerations involved in construction in the southern California area. Mr. Leuer is highly experienced in each aspect of soil and foundation engineering for a wide variety of projects ranging from multi-story commercial and industrial structures to several thousand acre planned community developments. Mr. Leuer has substantial experience coordinating projects for many city, county, and state agencies as well as in the public sector, gaining a reputation for being responsive to clients needs while providing strong technical expertise.

### Select Relevant Experience

- City of Santa Ana Development Plan Check Services, Santa Ana, California
- City of Fullerton Private Development Plan Check Services, Fullerton, California
- City of Chino Development Plan Check and Map Check Services, Chino, California
- City of El Monte As-Needed Plan Check Services, El Monte, California

### Professional Registration

- Registered Civil Engineer, California, No. 34996
- Registered Geotechnical Engineer, California, No. 2030

### Education

- Bachelor of Science, Civil Engineering, Cal State University at Northridge, California

**Office:** Riverside, California



#### Licenses & Certifications

- Advanced NEPA Workshop, National Association of Environmental Professionals, 2020
- Caltrans Environmental Compliance Training Course

#### Education

- Bachelor of Arts, Environmental Analysis and Design, with a Minor in Urban and Regional Planning, University of California, Irvine

## Jesus "Freddie" Olmos Environmental

Mr. Olmos' professional experience involves CEQA and NEPA analysis and document preparation for government agencies and private clients. He has prepared and managed a variety of environmental documents, including Initial Studies/Mitigated Negative Declarations (IS/MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Environmental Assessments (EAs), and Findings of No Significant Impact (FONSIs), including Addendum CEQA/NEPA documentation. While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects.

### Select Project Experience Summary

- On-Call Environmental Services, City of Costa Mesa, Costa Mesa, California
- Santa Ana River Trunk Sewer Replacement (SARTS) Project, Riverside, California
- Modjeska Park Underground Stormwater Detention and Infiltration System Project, Anaheim, California
- Environmental Permitting and CEQA Document Processing Services, Multiple Counties, Golden State Water Company, California
- On-Call Environmental Services, Riverside County Flood Control and Water Conservation District, Riverside, California



#### Professional Registration

- Registered Landscape Architect, California, No. 2214

#### Education

- Bachelor of Science, Landscape Architecture

#### Professional Affiliations

- American Society of Landscape Architects, Full Member

## Arthur Guy, ASLA, CLIA Landscape Architecture and Irrigation

Arthur Guy has over 40 years of landscape architecture and irrigation design experience; the previous 20 years as Principal with BGB. Mr. Guy directs a comprehensive approach to irrigation design the firm and serves as the technical liaison pertaining to water management issues which arise during the planning, design, and implementation phases of projects. Mr. Guy's knowledge of horticulture extends from high desert to tropical bioregions, enabling him to effectively design planting and irrigation systems appropriate to individual environmental requirements. Additionally, Mr. Guy provides landscape and irrigation plan check services relating to the City of Rancho Santa Margarita's Water Conservation Landscape Ordinance. Recent projects include a one-mile Class I Bike Trail, "Smart Street" improvement project for N. El Camino Real, City of San Clemente, and as an on-call consultant for the City of Newport Beach; median / parkway renovation projects for a one-mile reach of West PCH and a turf replacement median project along Jamboree Blvd. Currently, BGB is an on-call consultant for the City of Gardena involved in park renovation master planning for the city.





## Gene Kim, PE, TE Traffic Review

Mr. Gene Kim, PE, TE is a licensed Civil and Traffic Engineer in the State of California with over 16 years of traffic engineering experience in both private and public agencies. Most recently, he served a 7-year tenure as a public agency City Traffic Engineer where he was involved in various aspects of the traffic engineering field including municipal and community engineering and outreach, engineering design/ analysis, consultant staff oversight, CIP project management, traffic engineering and transportation planning plan check and study review, and administrative involvement in the Public Works Commission and City Council. He also has design-build experience (MOT design and traffic analysis lead) that he gained while working on the SR-91 Corridor Improvement Design Build project.

### Professional Registration

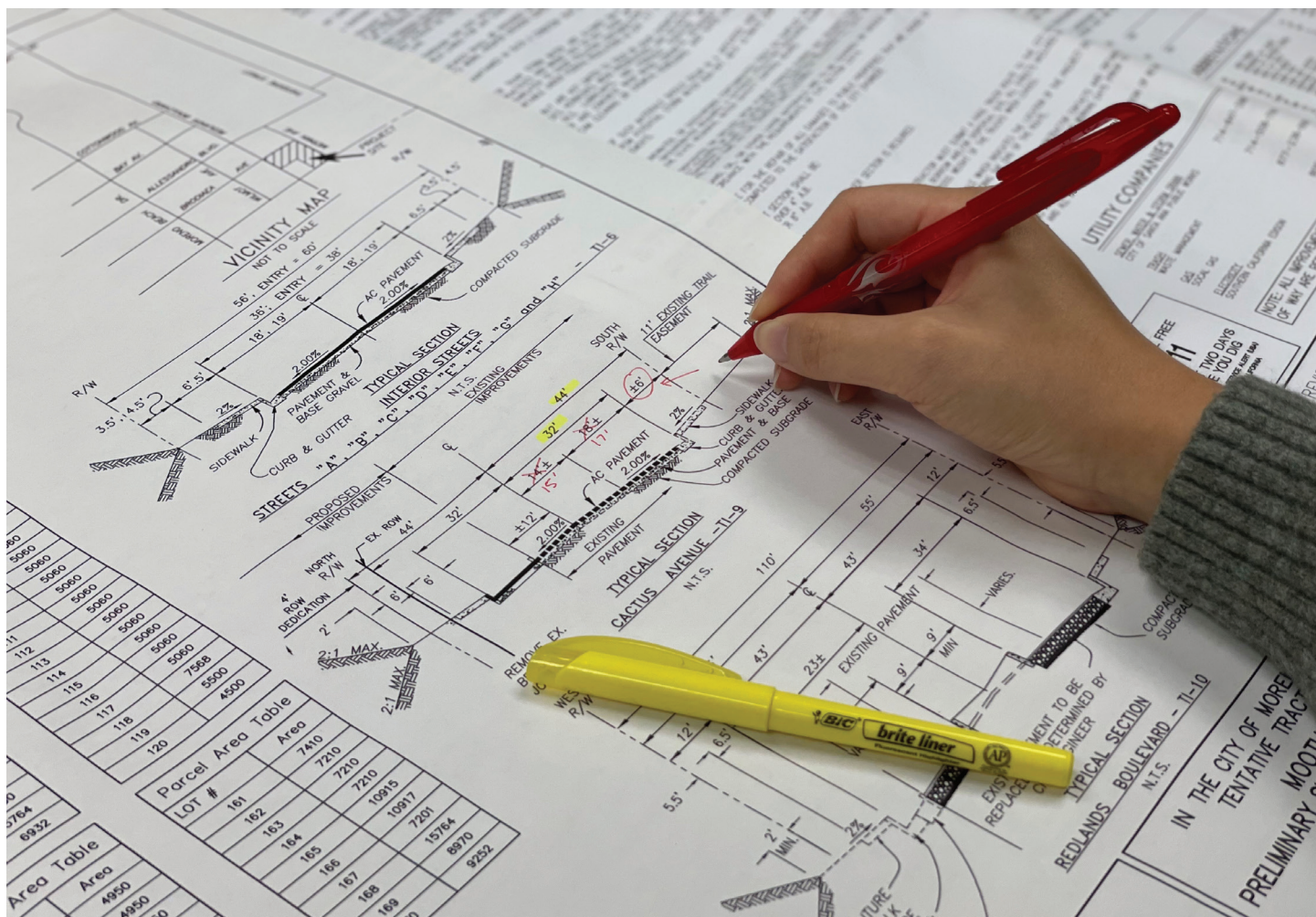
- Registered Civil Engineer, CA, No. C83175
- Registered Traffic Engineer, CA, No. TR2684

### Professional Affiliations

- Bachelor of Science, Civil Engineering

### Select Relevant Experience

- City of Beaumont Beaumont Avenue Traffic Signal Mod Projects
- City of Beaumont Transportation Planning and Engineering Review
- Pacific Square Mixed-use Project Engineering Design, San Gabriel



**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

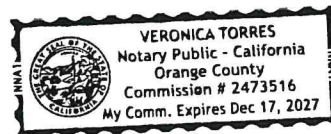
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 2 day of April, 2024 by

Gary Solsona, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature



Notary Public Seal



**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

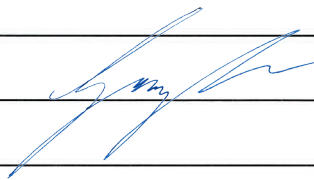
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm Cannon Corporation

Signed and Printed Name: Gary Solsona, PE, QSD

Title Public Works Manager

Date April 9, 2024





<p style="text-align: center;"><b>Appendix</b> <b>ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION</b> <b>CERTIFICATIONS</b></p>
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The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

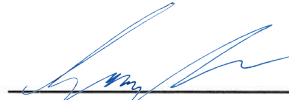
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

  
\_\_\_\_\_

Title:

Public Works Manager  
\_\_\_\_\_

Firm:

Cannon Corporation  
\_\_\_\_\_

Date:

April 9, 2024  
\_\_\_\_\_



**Appendix**  
**ATTACHMENT 3-4: FLEET COMPLIANCE CERTIFICATION**  
**CERTIFICATIONS**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☒ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Cannon Corporation

Signature: 

Name: Gary Solsona, PE, QSD

Title: Public Works Manager

Date: April 9, 2024

Cannon's vehicles are California DMV Certified and Smog Tested. Cannon's vehicles do not use diesel.



Gary Solsona, PE, QSD  
Public Works Manager/Senior Project Manager  
16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
☎ 949.777.1580, ✉ GaryS@CannonCorp.us



Larry P. Kraemer, PE  
Director, Public Infrastructure  
1050 Southwood Drive  
San Luis Obispo, CA 93401  
☎ 805.503.4542, ✉ LarryK@CannonCorp.us



## EXHIBIT C - FEE PROPOSAL

**City of Santa Ana  
RFP No. 24-035  
On-Call Engineering Plan Check Services**

### PROPOSER FEE RATE SCHEDULE

<b>Cannon April 9, 2024</b>	
<b>Title</b>	<b>Billing Rate (\$/hr)</b>
Street Improvement Plan	\$130-\$170
Grading Plan	\$130-\$170
Water Quality Management Plan (WQMP)	\$130-\$190
Geotechnical Report	\$160-\$210
Land Surveying Documents	\$180-\$220
Legal Description of Dedication	\$180-\$220
Landscape Irrigation Plans*	\$130-\$220
Environmental Documents*	\$160-\$270
Transportation/Traffic Studies*	\$140-\$260
Signing and Striping Plans	\$120-\$160
Traffic Signal Plans*	\$140-\$260
Street Lighting Plans	\$130-\$170
Miscellaneous Plan Check	\$130-\$170

*\*Note: includes Cannon's 10% markup on subconsultant reviews*



## 2023/2024 Fee Schedule

Bill Rate Ranges  
Subject to change

Assistant Resident Engineer	\$ 150 - \$ 197
Associate Engineer	\$ 168 - \$ 230
Associate Land Surveyor	\$ 205 - \$ 223
Associate Landscape Architect	\$ 169 - \$ 204
Automation Specialist	\$ 157 - \$ 200
Automation Technician	\$ 121 - \$ 142
CAD Tech	\$ 101 - \$ 136
CAD Manager	\$ 128 - \$ 159
Construction Inspector I - III	\$ 119 - \$ 191
Design Engineer	\$ 139 - \$ 184
Director/ Department Manager	\$ 200 - \$ 297
Dry Utilities Coordinator I - II	\$ 165 - \$ 190
Engineer Tech	\$ 110 - \$ 144
Engineering Assistant I - II	\$ 113 - \$ 139
Grant Funding Manager I - II	\$ 151 - \$ 204
I&E Services Coordinator	\$ 108 - \$ 138
Information Systems Admin/Manager	\$ 128 - \$ 159
Land Surveyor	\$ 187 - \$ 225
Landscape Architect	\$ 125 - \$ 156
Landscape Designer I - II	\$ 103 - \$ 142
Lead Automation Specialist	\$ 167 - \$ 209
Lead Automation Technician	\$ 127 - \$ 164
Lead Designer	\$ 133 - \$ 175
Office Engineer / Document Control I-III	\$ 114 - \$ 164
Plan Check Engineer I - II	\$ 131 - \$ 192
Planner I - III	\$ 121 - \$ 168
Planning Assistant	\$ 98 - \$ 138
Principal Automation Specialist	\$ 176 - \$ 219
Principal Designer	\$ 127 - \$ 189
Principal Engineer	\$ 198 - \$ 277

### Other Direct Charges

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Mylar Plots	\$12.00 per sheet
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	\$30/Day
Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

Project Designer	\$ 122 - \$ 169
Project Engineer	\$ 151 - \$ 199
Resident Engineer	\$ 191 - \$ 235
Sr. Associate Architect	\$ 209 - \$ 249
Sr. Associate Engineer	\$ 173 - \$ 265
Sr. Automation Specialist	\$ 172 - \$ 213
Sr. Automation Technician	\$ 142 - \$ 180
Sr. CAD Tech	\$ 113 - \$ 145
Sr. Consultant / Principal-in-Charge	\$ 266 - \$ 333
Sr. Land Surveyor	\$ 203 - \$ 263
Sr. Landscape Architect	\$ 183 - \$ 221
Sr. Plan Check Engineer	\$ 172 - \$ 217
Sr. Principal Designer	\$ 139 - \$ 212
Sr. Principal Engineer	\$ 210 - \$ 305
Sr. Project Designer	\$ 122 - \$ 182
Sr. Project Engineer	\$ 157 - \$ 215
Sr. Resident Engineer	\$ 196 - \$ 246
Survey Assistant	\$ 113 - \$ 142
Survey Technician I - V	\$ 139 - \$ 208
Technical Writer I - IV	\$ 113 - \$ 139

### Survey Crew Rates - Regular

One-Man Field	\$ 207	\$ 222
Two-Man Field	\$ 289	\$ 304
Three-Man Field	\$ 380	\$ 395
Two-Man - HDS	\$ 332	\$ 347

### Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 255	\$ 271
Two-Man Field	\$ 367	\$ 389
Three-Man Field	\$ 523	\$ 539

### Electrical - Prevailing Wage

Electrician	\$ 197	\$ 240
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### Building and Construction Inspector - Prevailing Wage

BCI Construction Inspector	\$ 160	\$ 190
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of four hours will be charged for any Automation Field Service calls outside of normal working hours. The stated rates are subject to change, typically on an annual basis.

(effective 10/1/2023)

**CITY OF SANTA ANA RFP 24-001 HOURLY SERVICES SCHEDULE**

Principal:	\$180.00/hr.
Sr. Project Manager:	\$140.00/hr.
Landscape Architect:	\$140.00/hr.
Senior Landscape Designer:	\$120.00/hr.
Associate Landscape Designer:	\$100.00/hr.
Office Staff	\$ 75.00/hr.

- The City would normally not be billed overtime rates for BGB staff time during normal business hours.
- Weekend / Emergency rates outside of normal business hours would be billed at 1.5 times the standard billing rate.
- Reproduction and other approved reimbursable expenses will be billed at cost plus 10% overhead.
- No mileage reimbursement is requested as a part of this proposal.
- The current rates will be valid until January 24, 2027.



## **FEE SCHEDULE FOR PROFESSIONAL SERVICES**

### **ECORP Consulting, Inc. – 2024 Rates<sup>1</sup>**

Principal V .....	\$400
Principal IV .....	\$335
Principal III .....	\$285
Principal II .....	\$245
Principal I .....	\$230
Professional XI .....	\$245
Professional X .....	\$225
Professional IX .....	\$205
Professional VIII .....	\$190
Professional VII .....	\$175
Professional VI .....	\$165
Professional V .....	\$155
Professional IV .....	\$145
Professional III .....	\$135
Professional II .....	\$125
Professional I .....	\$115
Technician IV .....	\$110
Technician III .....	\$105
Technician II .....	\$95
Technician I .....	\$85
Project Admin III .....	\$125
Project Admin II .....	\$105
Project Admin I .....	\$95

<sup>1</sup>Technical and Professional classifications include biologists, regulatory permitting specialists, archaeologists, architectural historians, paleontologists, air quality/greenhouse gas specialists, noise specialists, planners, CEQA/NEPA specialists, UAS pilots, and other technical professionals.

#### **Expense Reimbursement/Other:**

1. Computers, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment and other direct expenses are reimbursed at cost plus a 14% administrative handling charge (excluding mileage).
3. The hourly rates for Subconsultants will be billed at the hourly rate indicated, plus a 12% administrative handling charge.
4. Mileage will be billed at the current IRS rate, adjusted annually.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. Non-standard invoicing will be billed at the hourly rates for support personnel.



**TJW ENGINEERING, INC.**  
**STANDARD COMPENSATION SCHEDULE**  
*(Effective January 2024)*

Classification	Hourly Rate
Principal	\$260.00
Principal Traffic Engineer/Planner	\$235.00
Senior Engineer/Planner	\$175.00 - \$200.00
Project Engineer/Planner	\$125.00 - \$175.00
Asst. Project Engineer/Planner	\$100.00 - \$150.00
Technician	\$100.00 - \$125.00
Administration	\$85.00 - \$125.00
Aide	\$65.00 - \$85.00

**GENERAL PROVISIONS OF AGREEMENT**

1. The above schedule is for straight time. Overtime will be charged at 1.5 times the standard hourly rate. Hourly rates apply to work time as well as travel time and waiting time, which occur at meetings and public hearings.
2. Unless otherwise stated in the contract, project-related travel, reproduction, and supply costs are billed at cost. Mileage will be billed at prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.
3. Unless otherwise stated in the contract, invoice will be submitted monthly for work in progress and/or upon completion of TJW Engineering's (TJW) scope of work. Progress invoices are payable within 30 days of the invoice date or upon completion of the scope of work. Any unpaid invoice after 30 days shall incur a late fee service charge of the maximum interest rate allowed by law or two (2) percent per month whichever is less.
4. Client hereby agrees that the balance in a billing statement is correct and binding unless the client notifies the consultant in writing within fifteen (15) days of the date of billing and informs consultant of the alleged incorrect item.
5. All documents produced as a result of this agreement may be used by TJW Engineering (TJW) without consent from the client.
6. TJW makes no warranty as to its findings except that the work is performed using generally accepted methods.
7. Unless otherwise stated in the contract, the client agrees to limit TJW's liability to the client, due to professional negligent acts, errors, or omissions by the consultant, to the consultant's fee.
8. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and Judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

**FEE SCHEDULE**

**OCTOBER 2023**

**SERVICES**

Geotechnical Engineering

LOR Geotechnical Group, Inc. provides geotechnical engineering services, including: preliminary geotechnical investigations, foundation investigations, percolation feasibility investigations, liquefaction evaluation investigations, as well as grading observation materials testing services.

Geological

LOR Geotechnical Group, Inc. provides geological services, engineering geology investigations, seismic setting studies, slope stability investigations, liquefaction susceptibility investigations, hydrology/water resource studies, and bedrock rippability evaluations.

Environmental

LOR Geotechnical Group, Inc. provides, environmental site assessments, underground storage tank investigations and remediation investigations, groundwater monitoring systems, soil and groundwater sampling and analysis, and environmental studies for property transfers.

All costs for Geotechnical Engineering, Geological, and Environmental Services are based on the site and investigative parameters requested.

**FEES**

The hourly personnel charges and laboratory test unit rates are as follows:

**Personnel Charges-Hourly**

Principal Engineer.....	\$330.00
Project Engineer/Geologist.....	\$180.00
Staff Engineer/Geologist.....	\$155.00
Soil Technician/Deputy Inspector (Field or Laboratory) <sup>1</sup> .....	\$115.00
Soil Technician/Deputy Inspector (Prevailing Wage) <sup>1, 2</sup> .....	\$145.00
Soil Technician/Deputy Inspector (CBA) <sup>1, 2</sup> .....	\$155.00
Traffic Control (Prevailing Wage) <sup>1, 2</sup> .....	\$135.00
Drafting.....	\$105.00
Clerical.....	\$90.00

**Laboratory Testing Charges - Unit Costs**

CT 202: Sieve Analysis (Soil).....	\$120.00
CT 202: Sieve Analysis (Aggregate).....	\$155.00
CT 202: #200 Sieve Wash.....	\$70.00
CT 205: Crushed Particle Analysis.....	\$155.00
CT 206 Specific Gravity + Absorption of Coarse Aggregate.....	\$125.00
CT 207: Specific Gravity + Absorption of Fine Aggregate.....	\$165.00
CT 211: LA Rattler.....	\$275.00
CT 213: Organic Impurities.....	\$90.00
CT 217: Sand Equivalent.....	\$130.00
CT 217: Sand Equivalent -QC.....	\$145.00
CT 226: Moisture Content.....	\$35.00
CT 227: Cleanness Value.....	\$145.00
CT 229: Durability Index Fine/Coarse.....	\$285.00
CT 235: Percentage of Flat and Elongated Particles in Coarse Aggregate.....	\$110.00
CT 301: R-Value.....	\$385.00
CT 305: Swell.....	\$110.00

CT 307: Moisture Vapor Susceptibility. ....	\$195.00
CT 308 & CT 366: Asphalt Concrete Density & Stability/Rubberized. ....	\$240.00/\$295.00
CT 308: Asphalt Concrete Density/Rubberized.....	\$145.00/\$210.00
CT 309: Asphalt Concrete Theoretical Maximum Density .....	\$195.00
CT 329: Asphalt Moisture .....	\$35.00
CT 366: Asphalt Concrete Stability/Rubberized. ....	\$220.00/\$275.00
CT 382: Asphalt Extraction & Gradation. ....	\$285.00
CT 382: Slurry Extraction .....	\$175.00
CT 521: Concrete Cylinder Compressive Strength. ....	\$40.00
CT 523: Beam Cylinder .....	\$85.00
Concrete & Beam Cylinder Hold. ....	\$12.00
ASTM D6913/7928: Mechanical Analysis. ....	\$240.00
ASTM D1557: (Modified)/ ASTM D698: (Standard) Proctor (4"). ....	\$210.00
ASTM D1557: (Modified)/ ASTM D698: Proctor (6" or Cal-216). ....	\$240.00
ASTM D2434: Permeability. ....	\$440.00
ASTM D2435: Consolidation.....	\$265.00
ASTM D5333: Collapse Potential. ....	\$220.00
ASTM D2216: Moisture Content. ....	\$35.00
ASTM D221/D2937: Moisture/Unit Weight (Ring). ....	\$45.00
ASTM D2974: Organic Matter Test.....	\$100.00
ASTM D4318: Atterberg Limits. ....	\$240.00
ASTM D4829: Expansion Index.....	\$210.00
ASTM D3080: Direct Shear.....	\$295.00
CT 3910 Wet Track Abrasion. ....	\$180.00
Soluble Sulfate: (Test Kit SF-1).....	\$90.00

<sup>1</sup> 10% field supervision and equipment/vehicle charge will be added to all field services.

<sup>2</sup> Rate based on current State determined prevailing wage rates as of the date of this document. Adjustments to our rates may be necessary based on the actual State determined prevailing wage rates at the time of our work.

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## TERMS

### Reimbursable Expenses

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

### Travel Time

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates.

### Overtime

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, official company holidays, and on all work in excess of 12 hours per day.

### Prepayments

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

### Billing

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal.

### Terms of Payment

Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.