



City of Laguna Hills City Council / Planning Agency

Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

Regular Meeting Agenda
Tuesday, May 26, 2026 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

City Council Chamber
24035 El Toro Road
Laguna Hills, CA 92653

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink “Request to Speak” form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, as determined by the Mayor, for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by [email to the City Clerk](#) no later than 2 hours prior to the meeting on Tuesday, May 26, 2026. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by the deadline on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by the deadline on Tuesday, April 28, 2026. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk’s Office at (949) 707-2635 or via [email](#).

General Business Convening at 6:00 PM

Call to Order

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

Invocation: Mayor Caskey

Pledge of Allegiance: Council Member Sweeney

Roll Call of City Council Members

1. Presentations and Proclamations

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That Community Services Director announce the upcoming meetings and events.

3. Public Comments

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, as determined by the Mayor.

4. Consent Calendar

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or City staff request specific items be removed from the Consent Calendar.

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for May 12, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the May 12, 2026, Regular Meeting.

4.3 Appropriations Limit for Fiscal Year 2026/2027

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing the Appropriations Limit (Gann Limit) for the City of Laguna Hills for Fiscal Year 2026/2027."

4.4 Treasurer's Investment Report for April 2026

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of April 2026.

4.5 Ratification of May 26, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 2, 2026, to May 14, 2026, in the amount of \$1,168,222.86.

4.6 Award of a Maintenance Services Agreement for Termite Fumigation Services at the Laguna Hills Civic Center to CDS Services, Inc.

Recommendation: That the City Council: 1. Award a Maintenance Services Agreement for Termite Fumigation Services at the Laguna Hills Civic Center to CDS Services, Inc. in the amount of \$86,895; and 2. Authorize the City Manager to sign the Agreement.

4.7 Resolution Adopting a List of Street Maintenance Projects for Fiscal Year 2026/2027 Funded by SB 1: The Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting a List of Street Maintenance Projects for Fiscal Year 2026/2027 Funded By SB 1: The Road Repair and Accountability Act of 2017."

4.8 Development Application Status Report

Recommendation: That the City Council receive and file the report.

4.9 Amendment No. 1 to Tree Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services

Recommendation: That the City Council 1. Approve Amendment No. 1 to the Tree Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services; and 2. Authorize the City Manager to sign Amendment No. 1 to the Tree Maintenance Services Agreement.

Items Removed from the Consent Calendar

5. Planning Agency

5.1 Roll Call of Planning Agency Members

5.2 Public Comments

5.3 Planning Agency Public Hearings

5.3.1 Conditional Use Permit (CUP) No. USE-0250-2025, a request by Shawn Zuo on behalf of Alliance Vet, for Approval of a Proposed Veterinary Hospital located at 25226 Cabot Road

Recommendation: That the Planning Agency: 1) Conduct a public hearing; 2) Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities); and 3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0250-2025, a request by Shawn Zuo on behalf of Alliance Vet, for Approval of a Veterinary Hospital in an existing 2,308 square-foot tenant space located at 25226 Cabot Road, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities)."

5.4 Planning Agency Adjournment

6. City Council Public Hearings

6.1.1 Local Public Employee Vacant Positions

Recommendation: That the City Council: 1) Conduct a public hearing; and 2) Receive a presentation regarding local public employee vacant positions, pursuant to AB 2561 and Government Code section 3502.3.

7. Administrative Reports

7.1 City Manager

7.2 Assistant City Manager

7.2.1 Resolution Establishing City Council Policy No. 128 Regarding Disruption of Telephonic or Internet Service During Public Meetings

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing City Council Policy No. 128 Regarding Disruption of Telephonic or Internet Service During Public Meetings."

7.3 Community Development Director

7.3.1 Urgency Ordinance Pursuant to Government Code Section 65858 to Establish a Temporary Moratorium on New or Expanded Massage Establishments in Laguna Hills

Recommendation: That the City Council 1) Find and determine that the proposed urgency ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) and is exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines; and 3) Adopt an Urgency Ordinance entitled: "An Interim Urgency Ordinance of the City Council of the City of Laguna Hills Pursuant to Government Code Sections 36937 and 65858, Establishing a Temporary Moratorium on New or Expanded Massage Establishments Pending Study and Preparation of an Update to the City's Municipal Code and Zoning Code and Determining the Ordinance to be Exempt from Environmental Review Under CEQA."

7.4 Chief of Police Services

7.4.1 Update on E-bike Education

Recommendation: That the City Council receive and file the report.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Reports

Recommendation: That the City Council receive reports from the City Council Members on the City Council Committee Assignments listed on the staff report.

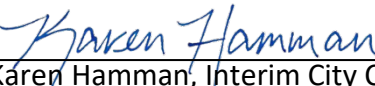
10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be June 9, 2026, at 6:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, KAREN HAMMAN, Interim City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and Knotty Pine Park by May 22, 2026, at 5:00 p.m.



Karen Hamman, Interim City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours. In addition, such writings or documents will be made available for public review on the Agenda and Minutes public portal website and at the respective public meeting.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Schedule of Future Events

Recommendation: That the Community Services Director announce the upcoming meetings and events.

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, June 9th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, June 23rd, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Parks & Recreation Commission Regular Meeting

Wednesday, June 3rd, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, & Beautification Committee Regular Meeting

Monday, June 8th, 10:00 a.m., Laguna Hills Civic Center Admin Conference Room

Events:

StoryWalk Unveiling

Thursday, May 28th, 10:30 a.m. – 11:30 a.m., Knotty Pine Park

[Excursion to Descanso Gardens](#)

Wednesday, June 3rd, 11:30 a.m. – 8:00 p.m., meet at the Laguna Hills Community Center

Storytime Adventures

Thursday, June 4th, 10:30 a.m., Laguna Hills Community Center Heritage Room A

[Excursion to Huntington Library & Gardens](#)

Thursday, June 4th, 11:30 a.m. – 7:30 p.m., meet at the Laguna Hills Community Center

Parent's Night Out

Friday, June 5th, 6:00 p.m. - 8:30 p.m., Laguna Hills Community Center Classroom

South Orange County Senior Games

Friday, June 5th – Sunday, June 7th, games available at the Laguna Hills Community Center, Felipe Tennis & Recreation Center, and Sea County Senior Center.

Excursion to The Cheech & RAM

Sunday, June 7th, 10:00 a.m. – 7:00 p.m., meet at the Laguna Hills Community Center

Attachments:

1. Event and Activities Flyer(s)



You're Invited!

STORYWALK UNVEILING

KNOTTY PINE PARK

10:30 AM

THURSDAY, MAY 28TH



Excursion to Descanso Gardens



Step into a world of natural beauty as we travel to La Cañada Flintridge, as Descanso Gardens is considered one of Southern California's premier botanical destinations. Stroll through 15 acres of lush gardens, featuring seasonal blooms, towering oaks, camellias, and vibrant native plants, as well as serene pathways, shaded groves, and peaceful water features. Explore highlights such as the Japanese Garden, Rose Garden, and Oak Woodland, with plenty of scenic spots perfect for photos, reflection, or a leisurely picnic. **Please Note: additional out of pocket expense is required for entrance admission.** Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2424

6/3 11:30AM-8:00PM Wednesday

Fee: Resident \$20, Non-Resident \$25

Like us on  at www.facebook.com/lagunahillsc

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillsc.gov

Laguna Hills Community Center &
Laguna Hills Technology Library Present



Kids Storytime Adventures!

Every first Thursday of the month
10:30am - 12:00 pm

25555 Alicia Pkwy
Laguna Hills, CA 92653

Excursion to Huntington Library & Gardens



Join us for an enriching excursion to The Huntington Library, Art Museum, and Botanical Gardens, one of Southern California's most renowned cultural landmarks. This world-class destination features rare books and manuscripts, impressive art collections, and beautifully curated gardens spread across 120 acres. Explore highlights of the library and art galleries and stroll through themed gardens. Bring a sack lunch to picnic in designated areas adjacent to the parking lot or purchase from onsite food service options. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

Class# 2141

6/4 11:30AM-7:30PM Thursday

Fee: Resident \$20, Non-Resident \$25

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit www.lagunahillscsca.gov



City of Laguna Hills

Parent's Night Out

Date: Friday, June 5th

Time: 6-8:30pm

Ages: 6-14 years old

Cost: \$10 per child

Attention parents! Drop your kids off at the Laguna Hills Community Center for a night out! We will provide dinner, crafts, and have inflatables!

Pre-registration is required.

Call 949-707-2680 for more information.



1ST ANNUAL SOUTH ORANGE COUNTY SENIOR GAMES



PRESENTED BY



CITY OF LAGUNA HILLS

BADMINTON (SATURDAY) 9AM-12PM

CITY OF LAGUNA NIGUEL

OPENING CEREMONY (FRIDAY) 5PM-7PM

BOCCE (SATURDAY) 9AM-12PM

BILLIARDS (SUNDAY) 9AM-4PM

TABLE TENNIS (SUNDAY) 8AM-4PM

SWIMMING (SUNDAY) 7AM-9AM

CITY OF MISSION VIEJO

PICKLEBALL (SATURDAY) 2PM-5PM

TENNIS (SUNDAY) 9AM-12:30PM

JUNE 5-7, 2026

OPEN TO ADULTS 50+

\$10 FOR RESIDENTS OF HOST CITIES, \$15 FOR NON-RESIDENTS

REGISTRATION IS REQUIRED
TO REGISTER, CONTACT THE HOST CITY

LAGUNA HILLS: 949-707-2680

LAGUNA NIGUEL: 949-425-5151

MISSION VIEJO: 949-470-3062

Excursion to The Cheech & RAM



Travel with us to Downtown Riverside for a visit to The Cheech Marin Center for Chicano Art & Culture. This 61,420-square-foot center houses hundreds of paintings, drawings, photographs, and sculptures by a wealth of accomplished artists. A public-private partnership between the Riverside Art Museum (RAM), the City of Riverside, and comedy duo Cheech & Chong's Cheech Marin - one of the world's foremost collectors of Chicano art – "The Cheech" is the heart for Chicano art of all kinds. At your own leisure, explore neighboring RAM as well as The Mission Inn or eating at one of several restaurants in historic Downtown Riverside. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

***Registration begins May 11, 2026**

Class# 2425

6/7 10:00AM-7:00PM Sunday

Fee: Resident \$20, Non-Resident \$25

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit www.lagunahillscsca.gov

AMERICA 250 IN LAGUNA HILLS

CELEBRATION SCHEDULE

MAY

May 25: Memorial Day Half
Marathon, 5k, and 10k
Honoring USMC Dark Horse
Battalion - Volunteer
opportunities available

May 28: StoryWalk Unveiling at
Knotty Pine Park

JUNE

June 6: Community
Celebration at Moulton
Museum

June 13: Trash Cleanup

Wednesdays in June: Patriotic
Movie Series

JULY

July 1: Freedom Wall Unveiling

July 4: 4th of July Celebration

ONGOING

Freedom Wall Community Art
Project

Park Parties

Flag photo op at the
Community Center courtyard



Scan or visit lagunahillsca.gov for more details

*calendar subject to change



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

A Regular Meeting of the City Council/Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Pro Tem Mathis at 6:00 p.m., on May 12, 2026, in the City Council Chamber at 24035 El Toro Road, Laguna Hills, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on May 8, 2026, on the outdoor bulletin board at Laguna Hills City Hall. A copy was also posted at Laguna Hills Community Center and Knotty Pine Park.

In addition, the agenda was posted at the remote location where Mayor Caskey was participating via teleconference: 27182 Hidden Trail Road, Laguna Hills, CA 92652.

Roll Call of City Council Members

Present: Mayor Don Caskey (via teleconference)
Mayor Pro Tempore Jared Mathis
Council Member Erica Pezold
Council Member Joshua Sweeney
Council Member Dave Wheeler

Absent: None

Invocation: Elder Jeff Hamen of Christ Community Church

Pledge of Allegiance: Mayor Pro Tem Mathis

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison Report

Student Liaison Peyton Edberg presented her final report highlighting athletic achievements, fundraising efforts, International Baccalaureate activities, and upcoming theater productions.

1.2 Certificate of Recognition for Laguna Hills High School Student Liaison Peyton Edberg

Mayor Pro Tem Mathis presented Peyton Edberg with a Certificate of Recognition for her professionalism and dedication as Student Liaison since February 10, 2026.



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

1.3 Proclamation for Drowning Prevention Awareness

Orange County Fire Authority Division Chief Reid Gibson and Community Educator Milton Neira discussed drowning prevention and community responsibility around water safety. Mayor Pro Tem Mathis presented the Proclamation encouraging participation in the "Always Watch the Water" and "Never Swim Alone" campaigns by highlighting May through August as a "Drowning Prevention Awareness" period.

1.4 Presentation on South Coast Conservatory

Executive Director of South Coast Conservatory Jena Minnick-Bull discussed the Conservatory's programs. Mayor Pro Tem Mathis presented the proclamation recognizing South Coast Conservatory Day and commending the organization for its outstanding contributions to the arts and community.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

Community Services Director Holland Gannon announced the upcoming meetings and events.

3. PUBLIC COMMENTS

The following discussed ongoing issues involving city-owned sycamore trees in the Sunset Place community and requested that the city proceed with the removal of the trees: Steven Coons; Bonnie Dehdashtian-Coons; and Mary Jiminez.

Assistant City Manager Joes Ames provided history on the trees, past replanting efforts, and staff's proposal to remove the sycamore trees. He noted that the HOA has indicated that they are not in favor of the trees being replaced with anything other than sycamore trees.

Greyson Spann: announced the Global Harmony Symphony scheduled for May 18, 2026, at 7:00 PM at the Laguna Hills Community Center.

Jay Pedroza: requested a permit parking program on Camberwell Street.

Andres O'Connor: expressed concern with near drowning incidents that he has witnessed and asked specifically what the OCFA drowning campaign would do and how it would enforce community safety.



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

4. CONSENT CALENDAR

Motion made by Council Member Pezold, seconded by Council Member Wheeler, to approve the Consent Calendar outlined below.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSENT: None

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Waived reading in full of all ordinances and resolutions on the agenda and declared that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for April 28, 2026, Regular Meeting

Approved the City Council/Planning Agency Minutes for the April 28, 2026, Regular Meeting.

4.3 Approval of Minutes for April 29, 2026, Special Meeting/Study Session

Approved the City Council/Planning Agency Minutes for the April 29, 2026, Special Meeting/Study Session.

4.4 Ratification of May 12, 2026 Warrant Register

Ratified the accompanying Warrant Register for the period from April 17, 2026, to May 1, 2026, in the amount of \$1,019,308.73.

4.5 Records Retention Management

Adopted Resolution 2026-05-12-01 entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Authorizing and Directing the City Clerk to Dispose of Certain City Records in Accordance with the City's Record Retention Schedule."

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

5. PLANNING AGENCY

There were no items for the Planning Agency.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 Public Hearing on 2026 Weed, Rubbish, and Refuse Abatement

Assistant City Manager Joe Ames presented the staff report.

Mayor Pro Tem Mathis opened the public hearing at 6:58 p.m.

The following expressed concern with the lack of maintenance at a home located at 25546 Oak Leaf Road and expressed their support for the weed abatement program: Karen Kalberg and Karen Litfin.

Mayor Pro Tem Mathis closed the public hearing at 7:07 p.m.

Motion made by Mayor Council Member Sweeney, seconded by Council Member Wheeler, to adopt Resolution 2026-05-12-02 entitled: "A Resolution of the City Council of the City of Laguna Hills, California, issuing an abatement order and authorizing the Public Works Director to commence enforcing weed, rubbish, and refuse abatement against specified parcels of land."

On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSENT:	None

7. ADMINISTRATIVE REPORTS

7.1 City Manager

There was no administrative report from the City Manager.

7.2 Assistant City Manager

7.2.1 Authority to Advertise for Construction, Local Street Rehabilitation Project, CIP 101-M



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

Assistant City Manager Joe Ames presented the staff report and answered the City Council Member's questions.

Council Members Wheeler and Pezold proposed the city stick to the regular street resurfacing cycle.

Motion made by Mayor Caskey, seconded by Council Member Sweeney, to 1. Approve the plans and specifications for the Local Street Rehabilitation Project, CIP 101-M; 2. Authorize the advertisement for bids for Local Street Rehabilitation Project, CIP 101-M; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary prior to bidding; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Sweeney, Wheeler
NOES: Pezold
ABSENT: None

7.3 Community Services Director

7.3.1 2026 Street Pole Banner Designs

Director of Community Services Holland Gannon presented the staff report.

The Council Members discussed the designs and expressed their likes and dislikes.

Motion made by Mayor Pro Tem Mathis, seconded by Council Member Wheeler, to approve the Civic Center banner (#1) as-is, the Welcome banner (#2) with the addition of the letters LH added to the hillside, and the Celebrating America 250 banner (#4) with an edit to the graphic to make the flag more prominent; and direct staff to make the changes and move forward with production of the banners.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSENT: None



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBER

There were no Council Member agenda items.

9. CITY COUNCIL COMMITTEE REPORTS

9.1 Committee Assignment Reports

Council Member Sweeney discussed the May 7, 2026, Southern California Association of Governments (SCAG) meeting. He stated that cities like Laguna Hills need to stay engaged with regional issues and continue to advocate for policies that are practical, balanced, and respectful to the community.

Council Member Wheeler outlined the Orange County Older Adults Advisory Commission (OAAC) meeting of May 8, 2026, where they received a presentation on the Master Plan for Aging. He noted that housing is the number one priority for seniors along with ways to be notified of resources available to them.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Pezold

Council Member Pezold stated that it would be nice to see signs at the parks that advertise the City's app and the concert series. She said people are asking for new soap pumps at the Civic Center and she has received a number of complaints from residents that the culture at the Community Center is not inviting.

Mayor Caskey

Mayor Caskey thanked the Council for an efficient meeting. He said that people want to feel that they are being heard by staff and public safety personnel.

Council Member Sweeney

Council Member Sweeney thanked staff for the work on tonight's agenda and he encouraged residents to support the Memorial Day ceremony, Team Dark Horse, and the half-marathon.

Mayor Pro Tem Mathis

Mayor Pro Tem Mathis commented on the current public discourse with e-bikes after recent accidents and deaths. He stated that the city should consider education and training efforts in the community.



MINUTES

City Council/Planning Agency Regular Meeting

May 12, 2026

Motin made by Mayor Pro Tem Mathis, seconded by Council Member Pezold, to bring back the e-bikes education matter at a future meeting.

Mayor Pro Tem Mathis noted that The Tiller House Hotel has won the prestigious Select Service Hotel award.

Adjournment

At the hour of 8:04 p.m., with no further business to come before the City Council/Planning Agency at this session, Mayor Pro Tem Mathis adjourned the meeting to Tuesday, May 26, 2026, at 6:00 p.m.

Karen Hamman, Interim City Clerk



ATTEST:

Don Caskey, Mayor

Approved at meeting of May 26, 2026



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Appropriations Limit for Fiscal Year 2026/2027

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing the Appropriations Limit (Gann Limit) for the City of Laguna Hills for Fiscal Year 2026/2027."

Background:

Article XIII B of the California Constitution requires that all cities establish a Gann Limit at the beginning of each fiscal year. The Gann Limit was approved by the California voters in 1979, and it limits the amount of tax revenue a government can legally spend. The limit is allowed to increase annually based on inflation factors. This limit is calculated by multiplying the preceding year's appropriations limit by the City's percentage population growth and the percentage change in the California Per Capita Personal Income.

As provided by the State of California Department of Finance, the City's growth rate was -0.89% and the California Per Capita Personal Income growth rate was 4.95%. Based upon these factors, the fiscal year 2026/2027 appropriations limit for the City of Laguna Hills is \$56,731,765. The resolution to adopt this limit and the Department of Finance information is attached to this staff report.

The City's proceeds from tax revenue applicable to this limit are estimated to be \$23,478,353, which leaves the City well below the limit.

Fiscal Impact:

There is no direct cost to adopt an appropriations limit. However, there is a limitation on the amount of tax revenue the City can legally spend. As previously mentioned, the City is well below this limit.

Attachments:

1. Resolution - FY 26-27 Appropriations Limit
2. CA Dept. of Finance Price and Population Information

RESOLUTION NO. 2026-05-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT (GANN LIMIT) FOR THE CITY OF LAGUNA HILLS FOR THE FISCAL YEAR 2026/2027

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Government Code Section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7901 through 7913 provides that each year the City Council shall, by resolution, establish its appropriations limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the appropriations limit has been available to the public since May 5, 2026, and will continue to be available from the Finance Director of the City of Laguna Hills as required by law; and

WHEREAS, the appropriations limit for the fiscal year 2026/2027 is calculated by adjusting the fiscal year 2025/2026 appropriations limit by the change in the City's population growth and the percentage change in California Per Capita Personal Income as provided by the State of California Department of Finance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The appropriations limit for the City of Laguna Hills for fiscal year 2026/2027 is hereby established at \$56,731,765, as shown in Exhibit 1, attached hereto. Documentation used in the determination of the appropriations limit is available to the public at the City of Laguna Hills Finance Department, 24035 El Toro Road, Laguna Hills, CA 92653.

PASSED, APPROVED AND ADOPTED this 26th day of May 2026.

DONALD CASKEY, MAYOR

ATTEST:

KAREN HAMMAN, INTERIM CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2026-05-26-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 26th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAREN HAMMAN, INTERIM CITY CLERK

EXHIBIT 1

CITY OF LAGUNA HILLS COMPUTATION OF THE GANN LIMIT FISCAL YEAR 2026/2027

Gann Limit for Fiscal Year 2025/2026:	
City of Laguna Hills	\$54,541,412

Adjustment factors:

City's population growth	0.9911
Growth in California Per Capita Personal Income	<u>1.0495</u>
Composite factor	<u>1.04015945</u>

Gann Limit for Fiscal Year 2026/2027	<u>\$56,731,765</u>
--------------------------------------	---------------------

Appropriations Subject to Limitation

Proceeds of Taxes	
Property Tax	\$14,701,962
Sales Tax	6,634,391
Transient Occupancy Tax	1,480,000
Motor Vehicle In-Lieu Tax	42,000
Interest Earned from Net Invested Taxes	<u>620,000</u>
Total Proceeds of Taxes	\$23,478,353

Amount Under Appropriations Limit	\$33,253,412
--	---------------------

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. [California Revenue and Taxation Code section 2228](#) provides additional information regarding the appropriations limit. [Article XIII B, section 9\(C\) of the California Constitution](#) exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026.** Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: $1.0495 \times 0.9986 = 1.0480$

FISCAL YEAR 2026-27
Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2025 to January 1, 2026, and Total Population January 1, 2026

City	County	Percent Change 25-26	Population Minus Exclusions 1-1-25	Population Minus Exclusions 1-1-26	Total Population 1-1- 26
Aliso Viejo	Orange	-0.94	50,419	49,945	49,945
Anaheim	Orange	-0.06	340,565	340,363	340,433
Brea	Orange	-0.89	48,082	47,656	47,656
Buena Park	Orange	-0.44	83,219	82,850	82,850
Costa Mesa	Orange	-0.80	110,313	109,436	109,436
Cypress	Orange	-0.66	49,826	49,495	49,495
Dana Point	Orange	-0.83	32,539	32,268	32,268
Fountain Valley	Orange	-0.30	56,769	56,596	56,596
Fullerton	Orange	-0.48	140,901	140,224	140,224
Garden Grove	Orange	-0.34	171,646	171,055	171,077
Huntington Beach	Orange	-0.67	192,787	191,498	191,498
Irvine	Orange	0.03	317,652	317,744	317,744
Laguna Beach	Orange	-0.48	22,549	22,440	22,440
Laguna Hills	Orange	-0.89	30,547	30,275	30,275
Laguna Niguel	Orange	-0.89	65,167	64,590	64,590
Laguna Woods	Orange	-0.95	17,132	16,970	16,970
La Habra	Orange	-0.41	61,524	61,269	61,269
Lake Forest	Orange	-0.56	88,017	87,522	87,522
La Palma	Orange	-0.92	15,184	15,045	15,045
Los Alamitos	Orange	-0.66	12,030	11,951	11,951
Mission Viejo	Orange	-0.90	91,219	90,401	90,401
Newport Beach	Orange	-0.89	83,041	82,306	82,306
Orange	Orange	-0.54	141,825	141,063	141,063
Placentia	Orange	-0.20	53,723	53,613	53,613
Rancho Santa Margarita	Orange	-0.94	46,657	46,217	46,217
San Clemente	Orange	-0.79	63,133	62,636	62,636
San Juan Capistrano	Orange	-0.45	35,491	35,331	35,331
Santa Ana	Orange	0.00	312,796	312,808	312,808
Seal Beach	Orange	-0.85	24,621	24,411	24,496
Stanton	Orange	2.01	40,600	41,415	41,415
Tustin	Orange	-0.60	79,650	79,175	79,175
Villa Park	Orange	-0.28	5,757	5,741	5,741
Westminster	Orange	-0.15	90,625	90,490	90,490
Yorba Linda	Orange	-0.56	66,566	66,190	66,190
Unincorporated	Orange	-0.18	132,760	132,520	132,530
Incorporated	Orange	-0.38	3,042,572	3,030,989	3,031,166
County Total	Orange	-0.37	3,175,332	3,163,509	3,163,696

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for April 2026

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of April 2026.

Background:

The Treasurer's Investment Report for the month of April 2026 is submitted herewith. The City's total portfolio as of April 30, 2026, was \$32,327,488. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$32,274,698. Restricted cash and investments totaled \$52,789, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of April was \$86,887. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of \$912,176 is 110% of the annual budget of \$828,600.

The average yield on the City's total portfolio for the month of April was 3.71%, compared to the prior month of 3.75%. The slightly declining yield in April, as compared to the past few months, reflects a cautious approach by the Federal Reserve to continue rate cuts given the current status of the economy. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

Fiscal Impact:

There is no fiscal impact to receive and file this report.

Attachments:

1. Treasurer's Report April 2026

City of Laguna Hills
Treasurer's Investment Report
April 2026

	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments						
BMO Checking & Money Market Accounts	\$ 10,240,854	\$ 10,240,854	\$ 5,650,363	32%	50%	3.52%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	10,528	10,528	10,528	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	102,092	102,094	101,103	0%	100%	3.81%
Investment Trust of California (CalTRUST)	21,920,722	21,920,722	21,853,196	68%	100%	3.81%
	<u>32,274,696</u>	<u>32,274,698</u>	<u>27,615,690</u>	<u>100%</u>		<u>3.72%</u>
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	52,789	52,789	94,213	n/a	n/a	0.00%
	<u>52,789</u>	<u>52,789</u>	<u>94,213</u>			<u>0.00%</u>
Totals	<u>\$ 32,327,486</u>	<u>\$ 32,327,488</u>	<u>\$ 27,709,903</u>			<u>3.71%</u>

Pooled Cash & Investment - Interest Earnings

For the month of April 2026	\$ 86,887
FY 2025-26 to Date	912,176
FY 2025-26 Budget	828,600

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 14, 2025. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 4/30/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	18,509,350.32	2,230,813.80	20,740,164.12
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,484,031.55	11,688.72	1,495,720.27
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,649,925.62	68,861.05	1,718,786.67
212-000-101212	Claim on Cash - Measure M2	320,326.06	(55,465.76)	264,860.30
214-000-101214	Claim on Cash - AB 2766	149,213.62	-	149,213.62
221-000-101221	Claim on Cash - Senior Mobility Program	302,750.09	(4,955.91)	297,794.18
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,176,616.98	(45,566.16)	1,131,050.82
302-000-101302	Claim on Cash - CDBG Grant	(26,509.23)	-	(26,509.23)
305-000-101305	Claim on Cash - Beverage Recycling	21,972.94	-	21,972.94
306-000-101306	Claim on Cash - Waste & Recycling Fee	27,715.59	15,360.17	43,075.76
307-000-101307	Claim on Cash - C&D Forfeited Deposits	440,616.11	-	440,616.11
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VAL)	1,768,148.07	1,975,156.40	3,743,304.47
312-000-101312	Claim on Cash - CASp Fee	38,658.02	-	38,658.02
322-000-101322	Claim on Cash - Water Conservation	400,601.46	-	400,601.46
401-000-101401	Claim on Cash - Public Art	464,561.10	-	464,561.10
421-000-101421	Claim on Cash - SLESF	163,104.37	4,116.26	167,220.63
451-000-101451	Claim on Cash - Liability Self-Insurance	121,174.83	-	121,174.83
452-000-101452	Claim on Cash - Parks Equipment Maintenance	309,213.00	-	309,213.00
454-000-101454	Claim on Cash - Sports Complex Equipment Maint	66,200.46	-	66,200.46
455-000-101455	Claim on Cash - Community Center Equipment Ma	46,761.87	-	46,761.87
456-000-101456	Claim on Cash - Storm Drain / Slope Repair Reserv	29,097.04	-	29,097.04
TOTAL CLAIM ON CASH		<u>27,463,529.87</u>	<u>4,200,008.57</u>	<u>31,663,538.44</u>

Reconciling items (outstanding checks and deposits in transit): 611,159.56

Pooled Cash & Investments Book Value: 32,274,698.00

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2025)

Fund Balance Type	
Nonspendable	284,567
Assigned	612,572
Unassigned	<u>22,256,720</u>
Total	23,153,859



ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD
04/01/26 TO 04/30/26

PAGE: 1 OF 7

CITY OF LAGUNA HILLS
GENERAL
24035 EL TORO RD
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL

ACCOUNT NUMBER [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

BEGINNING BALANCE	5,650,362.59
DEPOSITS	14,472,266.34
WITHDRAWALS	9,900,145.45-
MUTUAL FUND DIVIDENDS	18,370.34

ENDING BALANCE 10,240,853.82

SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	2,478.87
88 CUSTOMER DEPOSITS	6,833,890.61
132 OTHER WITHDRAWALS	2,261,769.72-
10 SHARE PURCHASES	6,074,046.16-
11 SHARE REDEMPTIONS	1,564,329.57
YOUR ENDING BALANCE WAS	64,883.17

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
APR 01	REMOTE DEPOSIT		870.50
APR 01	CCD AMS INC MERCH DEP 17730303701		1,079.19
APR 01	ZERO BALANCE TXFR FROM DDA ACCT [REDACTED]		1,575.00
APR 01	CCD AMS INC MERCH DEP 17730300707		11,484.06
APR 01	INV CR TRANSFER		70,726.19
APR 02	CCD AMS INC MERCH DEP 17730300707		750.60
APR 02	ZERO BALANCE TXFR FROM DDA ACCT [REDACTED]		1,145.00
APR 02	REMOTE DEPOSIT		4,271.97
APR 02	PPD APPORT ST OF CA APSAPPORTS 1555		63,510.66
APR 03	CCD AMS INC MERCH DEP 17730303701		45.00



CalTRUST
 PO Box 2709
 Granite Bay, CA 95746
 www.caltrust.org
 Email: admin@caltrust.org
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

04/01/2026 through 04/30/2026

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Apr 30 (\$)	Value on Apr 30 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
CalTRUST Liquidity Fund		21,920,722.470	1.00	21,920,722.47	21,920,722.47	0.00
Portfolios Total value as of 04/30/2026				21,920,722.47		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
CalTRUST Liquidity Fund		CITY OF LAGUNA HILLS			Account Number:			
Beginning Balance	04/01/2026			21,853,196.360	1.00	21,853,196.36		
Accrual Income Div Reinvestment	04/30/2026	67,526.11	67,526.110	21,920,722.470	1.00	21,920,722.47	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Apr 30			21,920,722.470	1.00	21,920,722.47		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001 May 04, 2026
(916) 653-3001

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

April 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2026	4/14/2026	QRD	1798564	N/A	SYSTEM	990.77

Account Summary

Total Deposit:	990.77	Beginning Balance:	101,103.16
Total Withdrawal:	0.00	Ending Balance:	102,093.93



Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of April 30, 2026
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets	\$41.01 billion
Reflects all classes of the portfolio.	
Weighted Average Maturity (WAM)	43 days
Weighted Average Life (WAL)	110 days

SEC Portfolio Liquidity Requirements (%)

1-day	64.47
7-day	96.11

Ratings²

Standard & Poor's	AAAm
Moody's	Aaa-mf
Fitch Ratings	AAAmf

National Association of Insurance Commissioners (NAIC)
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre,
Justin Mandeville, Marques Mercier, Wesley Rager,
Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.
1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The U.S. Treasury & Repo Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: www.standardandpoors.com and select "Understanding Ratings" under Rating Resources on the homepage; www.moody.com and select "Rating Methodologies" under Research and Ratings on the homepage; www.fitchratings.com and select "Ratings Definitions" on the homepage. @FSIA_CashDisclosureLeft:

3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund may impose a fee upon the sale of your shares. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

Investment Objective

Provide current income consistent with preservation of capital and liquidity.

Permissible Investments

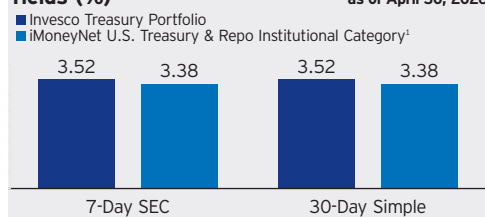
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Yields (%)

as of April 30, 2026

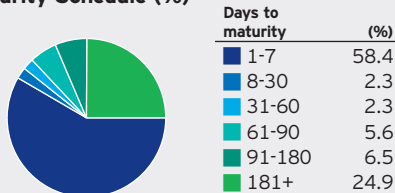


The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting invesco.com. The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 3.49%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

Portfolio Composition (%) ³

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	62.9
U.S. Treasury Debt	37.1

Maturity Schedule (%)



Maturity schedule is based on weighted average maturity and is subject to change.

Average Annual Total Returns (%)

as of April 30, 2026

Period	(%)
Inception	1.68
10 Years	2.18
5 Years	3.39
3 Years	4.67
1 Year	3.93

Simple Monthly Yields

as of April 30, 2026

Period	(%)
April 2026	3.52
March	3.52
February	3.54
January	3.56
December	3.66
November	3.81
October	3.94
September	4.04
August	4.15
July	4.19
June	4.17
May 2025	4.19

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

**NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK |
MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.



Account number: [REDACTED]
Account name: CITY OF LAGUNA HILLS

Yield and NAV

Fund Name		Start Date - End Date		Export (30)		
CalTRUST Liquidity Fund		4/1/2026 – 4/30/2026				
Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
4/30/26	\$1.00	\$376,864.23	3,681,309,675.860	\$3,681,371,225.46	3.74%	3.76%
4/29/26	\$1.00	\$396,485.09	3,860,045,675.860	\$3,860,107,225.46	3.75%	3.76%
4/28/26	\$1.00	\$398,513.96	3,881,528,423.760	\$3,881,589,973.36	3.75%	3.76%
4/27/26	\$1.00	\$372,237.88	3,603,977,741.800	\$3,604,039,291.40	3.77%	3.76%
4/26/26	\$1.00	\$369,037.14	3,579,061,741.800	\$3,579,123,291.40	3.76%	3.75%
4/25/26	\$1.00	\$369,036.94	3,579,061,741.800	\$3,579,123,291.40	3.76%	3.75%
4/24/26	\$1.00	\$369,061.29	3,579,061,741.800	\$3,579,123,291.40	3.76%	3.75%
4/23/26	\$1.00	\$369,426.71	3,587,248,741.800	\$3,587,310,291.40	3.76%	3.75%
4/22/26	\$1.00	\$369,468.31	3,591,174,537.730	\$3,591,236,087.33	3.76%	3.76%
4/21/26	\$1.00	\$372,131.76	3,632,025,537.730	\$3,632,087,087.33	3.74%	3.76%



PMIA/LAIF Performance Report as of 05/06/26



Quarterly Performance Quarter Ended 03/31/26

LAIF Apportionment Rate ⁽²⁾ :	3.98
LAIF Earnings Ratio ⁽²⁾ :	0.00010906180047888
LAIF Administrative Cost ^{(1)*} :	0.24
LAIF Fair Value Factor ⁽¹⁾ :	0.999980831
PMIA Daily ⁽¹⁾ :	3.82
PMIA Quarter to Date ⁽¹⁾ :	3.92
PMIA Average Life ⁽¹⁾ :	261

PMIA Average Monthly Effective Yields⁽¹⁾

April	3.811
March	3.826
February	3.871
January	3.931
December	4.025
November	4.096

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 03/31/26 \$165.3 billion

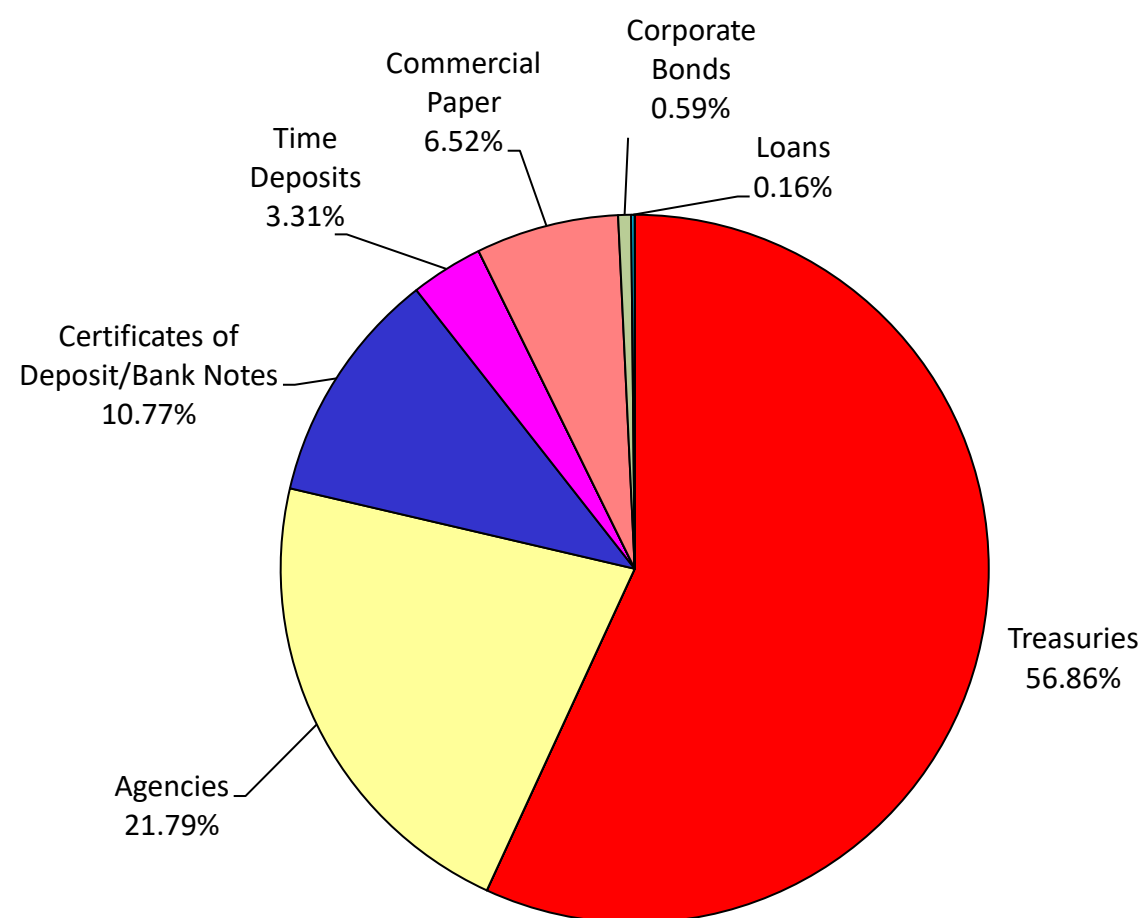


Chart does not include \$829,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of May 26, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 2, 2026, to May 14, 2026, in the amount of \$1,168,222.86.

Background:

The City issues accounts payable disbursements on a regular basis and presents it to the City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from May 2, 2026, to May 14, 2026, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Fiscal Impact:

Ratification of the accompanying Warrant Register includes disbursements totaling \$1,168,222.86.

Attachments:

1. Warrant Register - May 26, 2026
2. Payables Detail Report - May 26, 2026



City of Laguna Hills, CA

Warrant Register - May 26, 2026

By Check Number

Date Range: 05/02/2026 - 05/14/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6627	A-0388	ABTECH TECHNOLOGIES, INC.	05/07/2026	4,200.00
6628	Z-CS-0559	ALI TERRONES	05/07/2026	500.00
6629	W-2453	CAROLYN WOJCIECHOWSKI	05/07/2026	850.50
6630	C-0324	CITY OF MISSION VIEJO	05/07/2026	5,855.00
6631	Z-CS-0560	CREATION STATION DANCE	05/07/2026	500.00
6632	Z-CS-0561	DAVE ZEPPONI	05/07/2026	500.00
6633	D-0584	DVDCREATIVE	05/07/2026	73,240.00
6634	K-1206	FARROKH MOSHFEGH	05/07/2026	1,932.00
6635	F-0725	FASTSIGNS OF LAKE FOREST	05/07/2026	627.43
6636	Z-CS-0562	GERALDINE GURALNICK	05/07/2026	100.00
6637	Z-CS-0470	GIOVANNA MENDEZ	05/07/2026	500.00
6638	G-0879	GRAYMAR ENVIRONMENTAL SERVICES LLC	05/07/2026	307.80
6639	J-1057	JAMEY CLARK, INC.	05/07/2026	3,008.54
6640	J-1089	JD DESIGNS	05/07/2026	500.00
6641	W-2454	JEFF WESSON INC	05/07/2026	105.00
6642	H-0959	JOHN HABASH	05/07/2026	70.00
6643	Z-PS-0051	LISA KRATER	05/07/2026	42.00
6644	L-1395	LIVING INTERIORS	05/07/2026	159.00
6645	M-1486	MAIN GRAPHICS	05/07/2026	120.75
6646	M-1388	MOBILE MINI, INC.	05/07/2026	341.83
6647	M-1606	MTM YEE CORP	05/07/2026	400.00
6648	M-1495	MUSCO SPORTS LIGHTING, LLC	05/07/2026	3,932.37
6649	S-2333	OMARI C SMITH	05/07/2026	105.00
6650	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	05/07/2026	3,185.43
6651	O-1599	ORANGE COUNTY JUMPERS LLC	05/07/2026	1,050.00
6652	P-1856	PARADISE DRINKING WATER	05/07/2026	779.40
6653	R-1977	RJ ELECTRIC	05/07/2026	355.00
6654	R-1806	RJM DESIGN GROUP, INC.	05/07/2026	4,971.45
6655	G-0874	ROBERTA GEIER	05/07/2026	222.60
6656	Z-CS-0563	SAUL SUAREZ ALMAGUER	05/07/2026	100.00
6657	S-2334	SEAN TRACY SIMON	05/07/2026	105.00
6658	S-2331	SKYLINE PEST CONTROL	05/07/2026	360.00
6659	T-2639	TURF STAR, INC.	05/07/2026	943.14
6660	W-2337	WEST COAST ARBORISTS, INC.	05/07/2026	41,726.50
Total Regular:				151,695.74

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003392	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	05/07/2026	1,009,219.12
DFT0003393	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	05/07/2026	7,308.00
Total Bank Draft:				1,016,527.12

Bank Code 1 - General Summary

Payment Type	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	45	34	0.00	151,695.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	47	36	0.00	1,168,222.86

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	34	0.00	151,695.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	47	36	0.00	1,168,222.86

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	5/2026	1,168,222.86
			1,168,222.86



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 05/02/2026 - 05/14/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
05/07/2026	GRAYMAR ENVIRONMENTAL SERVICES LLC	042426FON-OCS	Biohazard Cleanup, 4/24/26	100-420-720000	307.80
05/07/2026	CREATION STATION DANCE	050126	Refund, Facility Deposit, R	100-000-222000	500.00
05/07/2026	OMARI C SMITH	050526	Adult Basketball League Referee, 4/23/26	100-310-622500	105.00
05/07/2026	JOHN HABASH	050526	Clogging Instruction, Apr '26	100-310-721500	70.00
05/07/2026	FARROKH MOSHFEGH	050526	Karate, Apr '26	100-310-721500	1,932.00
05/07/2026	CAROLYN WOJCIECHOWSKI	050526	Line Dancing Instruction, Apr '26	100-310-721500	850.50
05/07/2026	ROBERTA GEIER	050526	Ballroom Dancing, Apr '26	100-310-721500	222.60
05/07/2026	SEAN TRACY SIMON	050726	Adult Basketball League Referee, 4/23/26	100-310-622500	105.00
05/07/2026	JEFF WESSON INC	050726	Adult Basketball League Referee, 4/23/26	100-310-622500	105.00
05/07/2026	GERALDINE GURALNICK	104005942	Refund, Facility Deposit, R #102932294	100-000-222000	100.00
05/07/2026	ALI TERRONES	104018429	Refund, Facility Deposit, R	100-000-222000	500.00
05/07/2026	DAVE ZEPPONI	104116297	Refund, Facility Deposit, R	100-000-222000	500.00
05/07/2026	SAUL SUAREZ ALMAGUER	104314205	Refund, Facility Deposit, R #103116433	100-000-222000	100.00
05/07/2026	GIOVANNA MENDEZ	104347935	Refund, Facility Deposit, R	100-000-222000	500.00
05/07/2026	MTM YEE CORP	12131	Advertising-Program Services, May	100-310-624500	400.00
05/07/2026	MAIN GRAPHICS	168120	Business Cards, Apr '26	100-195-623000	120.75
05/07/2026	JD DESIGNS	1937	Traffic Control Plans, Memorial Day Race	100-310-695507	500.00
05/07/2026	FASTSIGNS OF LAKE FOREST	2016-23105	Freedom Wall & America 250 Yard Signs, Apr '26	100-310-695500	627.43
05/07/2026	CITY OF MISSION VIEJO	21623	Homelessness Outreach, Apr '26	100-310-720302	5,855.00
05/07/2026	WEST COAST ARBORISTS, INC.	242809	Tree Trimming Services, 3/16/26 - 3/31/26	100-355-720702	3,217.00
05/07/2026	WEST COAST ARBORISTS, INC.	242811	Tree Trimming Services, 3/16/26 - 3/31/26	100-355-720702	38,509.50
05/07/2026	SKYLINE PEST CONTROL	384394	Pest and Rodent Control, Apr '26	100-310-645500	360.00
05/07/2026	PARADISE DRINKING WATER	401139	Operating Supplies, 2/20/26 - 3/5/26	100-195-622000	232.20
05/07/2026	PARADISE DRINKING WATER	414431	Operating Supplies, 3/6/26 - 3/25/26	100-195-622000	224.25
05/07/2026	PARADISE DRINKING WATER	427708	Operating Supplies, 3/26/26 -	100-195-622000	185.40
05/07/2026	PARADISE DRINKING WATER	437998	Operating Supplies, 4/16/26 -	100-195-622000	137.55
05/07/2026	MUSCO SPORTS LIGHTING, LLC	452076	Little League Field Light Repair, Apr	100-310-646000	3,932.37
05/07/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6077	Private Security Patrol, 4/20/26 - 5/3/26	100-420-720850	7,308.00
05/07/2026	RJ ELECTRIC	64691	Electric Repairs, Stockport Park, Apr '26	100-355-720701	355.00
05/07/2026	JAMEY CLARK, INC.	77747	Relocate Air Ducts to Conference Rooms, Apr '26	100-355-645500	1,495.54
05/07/2026	JAMEY CLARK, INC.	77748	Mandeville Park Repairs, Apr '26	100-355-720701	384.00
05/07/2026	JAMEY CLARK, INC.	77749	Veoh Ranch Park Repairs, Apr '26	100-355-720701	553.00
05/07/2026	JAMEY CLARK, INC.	77768	Graffiti Removal, Apr '26	100-355-720500	576.00
05/07/2026	MOBILE MINI, INC.	9026047923	Storage Rental, Community Center, 4/23/26-5/20/26	100-310-641000	341.83
05/07/2026	ORANGE COUNTY JUMPERS LLC	95577	Memorial Day Jumpers, 5/24/26	100-310-695507	1,050.00
05/07/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM49071	HVAC Repairs, Server Room, Mar '26	100-355-645500	1,777.27
05/07/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM49108	HVAC Repairs, Suite 201, Mar '26	100-355-645500	947.16
05/07/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM49171	HVAC Repairs, Suite 210, Apr '26	100-355-645500	461.00

Payables Detail Report
Payment Dates: 05/02/2026 - 05/14/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/07/2026	TURF STAR, INC.	INV151659	Utility Cart Fuel & Battery Repair, Apr '26	100-310-646100	943.14
05/07/2026	LISA KRATER	LH010011608	Refund, Citation #LH010011608	100-000-460100	42.00
05/07/2026	OCSO LAW ENFORCEMENT	SH 74112	Law Enforcement Services, May '26	100-420-720800	1,009,219.12
05/07/2026	CONTRACT, OC TREASURER-TAX LIVING INTERIORS	T89176	Interior Plantscape Services, Apr '26	100-310-645500	159.00
05/07/2026	ABTECH TECHNOLOGIES, INC.	W206988-IN	Data Storage, 7/1/26 - 12/18/26	100-000-140000	2,100.00
05/07/2026	ABTECH TECHNOLOGIES, INC.	W206988-IN	Data Storage, 12/19/25 - 6/30/26	100-195-700090	2,100.00
Fund 100 - General Fund Total:					1,090,011.41
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
05/07/2026	RJM DESIGN GROUP, INC.	37770	Cabot Park Rehabilitation, CIP #241, Mar '26	311-000-790600	1,996.95
05/07/2026	RJM DESIGN GROUP, INC.	37771	Veeh Ranch & San Remo, CIP #241, Mar '26	311-000-790600	2,974.50
05/07/2026	DVDCREATIVE	423432	El Conejo & Mackenzie Parks, CIP #241, Mar '26	311-000-790600	49,721.50
05/07/2026	DVDCREATIVE	423454	El Conejo & Mackenzie Parks, CIP #241, Apr '26	311-000-790600	23,518.50
Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:					78,211.45
Fund: 600 - Capital Improvement Projects Fund					
05/07/2026	RJM DESIGN GROUP, INC.	37770	Cabot Park Rehabilitation, CIP #241, Mar '26	600-000-490311	(1,996.95)
05/07/2026	RJM DESIGN GROUP, INC.	37770	Cabot Park Rehabilitation, CIP #241, Mar '26	600-252-950241	1,996.95
05/07/2026	RJM DESIGN GROUP, INC.	37771	Veeh Ranch & San Remo, CIP #241, Mar '26	600-000-490311	(2,974.50)
05/07/2026	RJM DESIGN GROUP, INC.	37771	Veeh Ranch & San Remo, CIP #241, Mar '26	600-252-950241	2,974.50
05/07/2026	DVDCREATIVE	423432	El Conejo & Mackenzie Parks, CIP #241, Mar '26	600-000-490311	(49,721.50)
05/07/2026	DVDCREATIVE	423432	El Conejo & Mackenzie Parks, CIP #241, Mar '26	600-252-950241	49,721.50
05/07/2026	DVDCREATIVE	423454	El Conejo & Mackenzie Parks, CIP #241, Apr '26	600-000-490311	(23,518.50)
05/07/2026	DVDCREATIVE	423454	El Conejo & Mackenzie Parks, CIP #241, Apr '26	600-252-950241	23,518.50
Fund 600 - Capital Improvement Projects Fund Total:					-
Grand Total:					1,168,222.86

Report Summary**Fund Summary**

Fund	Payment Amount
100 - General Fund	1,090,011.41
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	78,211.45
600 - Capital Improvement Projects Fund	-
Grand Total:	1,168,222.86

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	2,100.00
100-000-222000	Refundable Deposits	2,200.00
100-000-460100	Parking Citations	42.00
100-195-622000	Operating Supplies	779.40
100-195-623000	Printing & Mailing	120.75
100-195-700090	IT Contract Services & Support	2,100.00
100-310-622500	Program & League Supplies	315.00
100-310-624500	Printing & Advertising	400.00
100-310-641000	Equipment Rentals & Leases	341.83
100-310-645500	Facility Maintenance & Repairs	519.00
100-310-646000	Equipment Maintenance &	3,932.37
100-310-646100	Vehicles - Fuel & Maintenance	943.14
100-310-695500	Special Events - Program Services	627.43
100-310-695507	Marathon 5k	1,550.00
100-310-720302	Contract Services - Homelessness	5,855.00
100-310-721500	Contract Services - Programs	3,075.10
100-355-645500	Facility Maintenance & Repairs	4,680.97
100-355-720500	Graffiti Removal	576.00
100-355-720701	Parks Maintenance & Repairs	1,292.00
100-355-720702	Tree Maintenance	41,726.50
100-420-720000	Contract Services	307.80
100-420-720800	Law Enforcement Contract	1,009,219.12
100-420-720850	Private Security Patrol	7,308.00
311-000-790600	Transfers Out to Capital	78,211.45
600-000-490311	Transfers In from Quimby Act	(78,211.45)
600-252-950241	General Park Renovations	78,211.45
Grand Total:		1,168,222.86

Project Account Summary

Project Account Key	Payment Amount
None	1,168,222.86
Grand Total:	1,168,222.86



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Award of a Maintenance Services Agreement for Termite Fumigation Services at the Laguna Hills Civic Center to CDS Services, Inc.

Recommendation: That the City Council: 1. Award a Maintenance Services Agreement for Termite Fumigation Services at the Laguna Hills Civic Center to CDS Services, Inc. in the amount of \$86,895; and 2. Authorize the City Manager to sign the Agreement.

Background:

In 2002, the City of Laguna Hills acquired what is now the Laguna Hills Civic Center at 24031-24035 El Toro Road. In late 2004, renovation work to the building was completed. To City staff's knowledge, since 2004, the Civic Center has never been fumigated for termites. Essex Property Management, the property management company for the Laguna Hills Civic Center, and termite fumigation companies recommend that the Laguna Hills Civic Center be tented and treated for termites with sulfuryl fluoride gas.

At the February 25, 2025, City Council meeting, City Council awarded an agreement in the amount of \$109,987 for the termite fumigation of the Civic Center building based on the recommendation of Essex Property Management. Upon further exploration by the termite fumigation company of accessible interior areas, which is typically done in advance of tenting and fumigation, the company could not locate sufficient evidence of termites. Thus, City staff returned to City Council at the April 22, 2025, City Council meeting to recommend termination of the agreement. City Council terminated the agreement. Subsequently, City staff found definitive evidence of termites in the building and obtained the expert opinion of a different termite extermination company, which confirmed the presence of termites. The company concluded the only remedy is

to fumigate the Civic Center building as the infestation likely now extends to inaccessible areas of the building.

In March 2025, City staff prepared formal bid documents and specifications for termite fumigation services. On April 9, 2025, City staff let the bid for termite fumigation services.

Bids were opened on May 4, 2026. One bid was received from CDS Services, Inc. in the amount of \$86,895.00. Despite only receiving one bid, City staff recommends the award of a Maintenance Services Agreement for Termite Fumigation Services to CDS Services, Inc. because this bid is \$23,092 less than the bid received in 2025. City staff checked the company's references and the references are satisfactory.

If the work is approved by City Council, City staff plans to require the contractor to conduct this work during the period between 5:00 p.m., Friday, July 30, 2026, and 12:00 p.m. (noon), Thursday, August 7, 2026, which is during the City Council summer recess. City staff plans to set up Classroom A at the Community Center as a remote work area. In addition, City staff plans to set up a temporary "public counter" to receive citizen inquiries on the second floor of the Community Center, just as the City currently does at the Civic Center. Essex Property Management has already advised the building tenants of the possible work and will notify building tenants of the final work dates so they can make other arrangements.

While City staff would like to conduct the termite fumigation work during the upcoming winter closure, none of the termite fumigation companies can guarantee that roof tiles will not be broken during the tenting placement and removal operations. Therefore, City staff believes it is in the best interest of the City to conduct this work during the non-rainy season.

CEQA Findings:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption – "Existing Facilities."

Fiscal Impact:

The work is estimated to cost \$86,895. In addition, the leases with Civic Center tenants

provides that tenants shall have unfettered access to their suites, except for emergency repairs. Because this is not emergency work, rent abatement for the period of one week must be provided at an estimated cost of \$15,000. CIP 505 has an available budget of \$221,927; therefore, sufficient funding in account 600-255-950505 (Civic Center Improvements) exists to cover the cost of this work. Separately, the Civic Center Enterprise fund has sufficient funding to cover the loss of rent revenue.

Attachments:

1. Termite Fumigation Maintenance Services Agreement

TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT

CDS Services, Inc.

THIS TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 28th day of May 2026, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and CDS Services, Inc., a California Corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced full-service company capable of performing termite abatement fumigation and subsequent wood-destroying pest and organism inspection and maintenance services (the "Project").

B. In response to City's Notice Inviting Bids and Specifications for Termite Fumigation Maintenance Services, dated March 27, 2026, Contractor has submitted to City a formal written proposal, dated April 30, 2026, to provide full-service termite abatement fumigation and subsequent wood-destroying pest and organism inspection and maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the General Provisions, Special Provisions, and Specifications set forth in the City's Notice Inviting Bids and Specifications for Termite Fumigation Maintenance Services.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, labor and equipment, and expertise to provide the requested service termite abatement fumigation and subsequent wood-destroying pest and organism inspection and maintenance services and has agreed to provide such services to City for the Project as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein.

D. City now desires to retain Contractor to provide such work and services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform service termite abatement fumigation and subsequent wood-destroying pest and organism inspection and maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated April 30, 2026, in accordance with the General Provisions, Special Provisions, and Specifications set forth in the City's Notice Inviting Bids and Specifications for Termite Fumigation Maintenance Services, dated March 27, 2026, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated April 30, 2026 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City in response to City's Notice Inviting Bids and Specifications for the Project; and, (3) the City's Notice Inviting Bids and Specifications for Termite Fumigation Maintenance Services, dated March 27, 2026, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Notice Inviting Bids and Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B," respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Notice Inviting Bids and Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Notice Inviting Bids and Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any

manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in either Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Notice Inviting Bids and Specifications for Termite Fumigation Maintenance Services (Exhibit "B"), or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages.

1.9.1 Prevailing Wage Laws. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to 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. The foregoing indemnity shall survive termination of this Agreement.

1.9.2 Labor Code/DIR Compliance. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

(A) This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

(B) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

(C) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s)

may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

(D) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

(E) Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(F) Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(G) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (*See, e.g., Cal. Labor Code §1815.*)

(H) Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(I) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform

public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Laguna Hills Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

1.13 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total maximum contract amount of: Eighty Six Thousand Eight Hundred Ninety Five Dollars (\$86,895.00) for the Term of the Agreement (hereinafter referred to as the "Maximum Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon thereafter as is reasonably practical.

2.3 Reserved

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement

according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2026 and ending on June 30, 2029.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: X. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress

of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

5.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

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

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each

of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of City.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or the City Manager's designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds

the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly,

interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor :

CDS Services, Inc.
Attention: David Poplin, CEO
39520 Murrieta Hot Springs Road #219-210
Murrieta, CA 92563
Telephone: (951) 219-6588

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or

invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

BOB WINGENROTH,
City Manager

ATTEST:

KAREN HAMMAN,
Interim City Clerk

APPROVED AS TO FORM:

COLIN BURNS,
City Attorney

“CONTRACTOR”
CDS SERVICES, INC., a California
Corporation

By:

David Poplin,
Chief Executive Officer

By:

Joseph Castaneda,
President

EXHIBIT “A”

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: April 30, 2026

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ & UNIT PRICES



39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

04/30/2026

City of Laguna Hills

Attention: Karen Hamman
Interim City Clerk 24035
El Toro Road Laguna Hills, CA 92653

Re: Bid Proposal – Termite Fumigation Maintenance Services at the Laguna Hills Civic Center

Dear Ms. Hamman and Members of the Selection Committee.

CDS Services Inc. is pleased to submit this Bid Proposal in response to the City of Laguna Hills' Notice Inviting Bids for Termite Fumigation Maintenance Services at the Laguna Hills Civic Center. We are highly interested in the opportunity to provide these services to the City and are confident in our ability to meet the City's expectations for this Project.

CDS Services Inc. will provide the full Scope of Services described in the Notice Inviting Bids and Specifications, including all preparatory work, full structural termite fumigation, live animal exclusion and removal, screen installation, site cleanup, service warranty, and subsequent annual dry-wood termite inspections in August 2027 and August 2028. We understand the critical nature of the July 31 through August 7, 2026 fumigation window and are fully prepared to mobilize, execute, and complete all work within the required timeframe.

CDS Services Inc. is willing and able to execute and comply with all terms and conditions of the Sample Draft Termite Fumigation Maintenance Services Agreement as presented in the solicitation documents. We have reviewed the Draft Agreement in its entirety and have no exceptions to its terms.

CDS Services Inc. is a Service-Disabled Veteran-Owned Small Business based in Murrieta, CA, with extensive experience providing pest management and fumigation services to federal, state, and local government agencies. We currently hold active Integrated Pest Management contracts with 49 VA Medical Centers nationwide, providing full-scope pest control services across millions of square feet of occupied government facilities. Our portfolio includes structural fumigation services for public buildings and schools, wildlife and animal exclusion, and wood-destroying pest inspections, the precise combination of services required for this Project.



www.legionpest.com



David@legionpest.com



951-219-6588





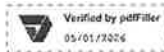
39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

All required California Structural Pest Control Board licenses are current and maintained, and our team includes trained and certified fumigation operators with no less than five years of experience providing fumigation services to public buildings. We are registered with the California Department of Industrial Relations and are fully prepared to comply with all prevailing wage requirements applicable to this Project.

We appreciate the opportunity to submit this proposal and look forward to the possibility of serving the City of Laguna Hills. Should you have any questions regarding our proposal, please do not hesitate to contact us.

Respectfully submitted,

David Poplin



05/01/2026

David Poplin, CEO
CDS Services, Inc
39520 Murrieta Hot Springs Rd #219-210
Murrieta, CA 92563
951-219-6588
David@legionpest.com



www.legionpest.com



David@legionpest.com



951-219-6588





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Murrieta, CA 92563

Company Qualifications

CDS Services Inc. Temecula, California CAGE: 71Y56 | UEI: K227JAKLRE24 Service-Disabled Veteran-Owned Small Business (SDVOSB) Established: 2013

CDS Services Inc. is a California-based pest control with over a decade of experience delivering Integrated Pest Management (IPM) and termite abatement services to federal, state, and local government facilities. Founded in 2013 and based in Temecula, California, CDS holds active federal contracting vehicles and maintains a fully licensed, professionally staffed team capable of performing the full scope of services required under this Agreement.

CDS specializes in government facility pest control services, with a service history extending to general pest management, termite abatement, wood-destroying organism inspections, and structural tent fumigation. All services are performed in strict compliance with California Department of Pesticide Regulation requirements, Structural Pest Control Board licensing standards, and applicable federal and state regulations.

CDS brings direct, demonstrated experience performing structural tent fumigation at federal, state and local government facilities, including:

NOAA/OAA/NMFS — Santa Cruz, CA 95060 Full structural tent fumigation services performed January 11, 2026. Contract value: \$89,270.

U.S. Coast Guard Island, Galley Building — Alameda, CA 94501 Full structural tent fumigation services performed August 16, 2025. Contract value: \$37,693.

Both projects were completed on schedule, within scope, and in full compliance with all applicable federal and state regulations governing structural fumigation of occupied government facilities.

CDS's long-term government contract performance demonstrates the organizational capacity, licensed personnel, quality control discipline, and regulatory compliance credentials required to successfully perform termite abatement and wood-destroying organism inspection services at the Laguna Hills Civic Center.



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Management Staff Qualifications & Key Personnel

David Poplin — Chief Executive Officer of CDS Services Inc. since 2013, bringing over 35 years of pest management experience to the organization. Mr. Poplin holds the Associate Certified Entomologist (ACE) designation from the Entomological Society of America, the highest professional credential available in the entomological sciences. He is a licensed pest control and termite operator in California and Arizona and holds Arizona Qualified Applicator Certificate No. 30058. A United States Marine Corps Veteran, Mr. Poplin has overseen pest management operations at 34 to 49 VA Medical Centers nationwide since 2019 and co-authored the 2024 LAUSD IPM District Plan. He has been recognized as a Subject Matter Pest Expert by both the Superior Court and the U.S. Supreme Court. Mr. Poplin provides executive oversight of all contract performance, quality assurance, and regulatory compliance for CDS.

Joseph Castaneda — President of CDS Services Inc. since 2019, managing day-to-day operations across all active government contracts. Mr. Castaneda holds California Structural Pest Control Board Operator License OPR 12049 in Branch 2 and Branch 3, and maintains 20 hours of continuing education per renewal cycle. Prior to joining CDS, Mr. Castaneda served as Vice President of Operations at Cruz Control Termite Inc. from 2012 to 2019, where he managed more than 20 employees and oversaw profit and loss across hundreds of active job sites. At CDS, Mr. Castaneda directly manages quality control inspections, IPM program oversight, personnel training, and government contract operations across all active performance locations.

Matthew Fonseca — Service Manager, CDS Services Inc. CA DPR QAL #171485 | CA SPCB Branch 2 FR 59780 Service Manager since 2023. Manages 9+ employees across active government contracts. Specializes in bird control, exclusion, and netting. Supports technical proposal development and QC auditing. Prior Lead Technician, Pestmaster Services (2018–2023), including LA Metro contract. Experienced in herbicide application and sensitive environment pest management.



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Jorge A. Gutierrez — President and Operations Manager, The Fume Syndicate Inc. Fumigation Subcontractor | (951) 386-6402 | jorgegutierrez@thefumesyndicate.com
Jorge A. Gutierrez brings 20 years of structural fumigation experience to this Project. The Fume Syndicate Inc. specializes in structural fumigation of public buildings, government facilities, schools, senior housing, apartment complexes, and marine vessels. Mr. Gutierrez has extensive experience managing roofing material and vegetation protection protocols during tenting operations, as well as tile repair services associated with fumigation work. The Fume Syndicate will serve as the fumigation subcontractor for CDS on this Project, performing all tenting, sulfuryl fluoride application, Chloropicrin warning gas application, gas monitoring, animal exclusion and removal, screen installation, and post-fumigation clearance services.

Public Agency Experience

CDS Services Inc. currently holds active pest management contracts with five VA Medical Centers and healthcare systems across the United States, collectively covering over 12 million square feet of federal medical facility space. The following contracts reflect CDS's demonstrated capacity to perform government facility pest control services at scale, with consistent past performance across multi-site, multi-building federal campus environments.



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David@legionpest.com



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Past Performance

VA Greater Los Angeles HCS- Daily IPM Pest Management Services and Weed Abatement Services with 4 full time employees across 3 site locations covering 1.8M sq ft. Scope includes termites, bedbugs, gopher and general pest. POC- Assist. EMS Chief Allen McDaniel PH# (310) 460-9223 , Email: Allen.McDaniel@va.gov Address: 11301 Wilshire Blvd, Los Angeles CA 90073 Award ID: 36C26225P0265 Total Award: \$3,548,401.20 Dates: August 1, 2019, Renewal 12/01/2024

Loma Linda VAMC- IPM Pest Management Services, Loma Linda VAHCS main campus and Loma Linda VA ACC. 1M sq ft. Scope includes termites, bedbugs, bees, wasps and general pests. POC- Rosheed DuBose PH# (909) 825-7084 x1103, Email: rosheed.dubose@va.gov IPM Pest Management services 3X a Week- 2 Sites Award ID: 36C26222Q1123 Total Award: \$328,500.00 Dates: September 2022-Present

VA New York HCS- Manhattan VAMC, Brooklyn VAMC & 1 additional medical facility POC- COR Omobude Eke PH# (646) 236-4246 Email: Omobude.Eke@va.gov IPM Pest Management services Weekly- 3 Sites 2M sq ft., Address: 423 East 23rd Street, New York, NY 10010 Award ID: 36C24221D0007 Total Award: \$1,207,100.00 Dates: October 2020-Present

VA Central Massachusetts HCS- Connecticut VAMC & 6 CBOC additional medical facilities POC- EMS Chief Reynaldo Torres-Almodovar PH# (203) 932-5711 X473 Email: Reynaldo.torresalmodovar@va.gov IPM Pest Management services 8 Sites 2.5M sq ft. Address: 950 Campbell Avenue, West Haven, CT 06516-2770 Award ID: 36C24124P0941 Total Award: \$1,200,000.00 Dates: September 2019, Renewed 09/01/2024

VA Orlando Medical Center- IPM Pest Management Services and Weed Abatement Services at 4 locations for total of 4,755,624 sq ft. Scope includes termites, bedbugs, and general pests. POC: Leon Knight, PH# (407) 453-9547, Email: leon.knight@va.gov Address: 5201 Raymond Street, Orlando, FL 32803 Award ID: 36C24824P1294 Total Award: \$2,949,960.00 Dates: May 18, 2019, Renewed 06/01/2024

Other Government Past Performance

CDS Services Inc. is the current contractor at the VA Greater Los Angeles Health Care System and holds active federal contracts across more than **49** VA Medical Centers nationwide, with several years of positive **CPARS** ratings, demonstrating a consistent record of performance, reliability, and government trust.

- | | | | |
|-----------------------|----------------------|------------------------|----------------------|
| • Camp Lejeune MBC | • Cleveland VAMC | • Lexington VAMC | • New Orleans VAMC |
| • Edwards AFB | • Connecticut VAMC | • Loma Linda VAMC | • Oklahoma City VAMC |
| • Elizabeth City USCG | • Columbia VAMC | • Maine VAMC | • Saginaw VAMC |
| • Ann Arbor VAMC | • Edward Hines VAMC | • Martinsburg VAMC | • Seattle VAMC |
| • Aurora VAMC | • Fresno VAMC | • NorCal VAMC | • South Texas VAMC |
| • Battle Creek VAMC | • Hudson Valley VAMC | • North Las Vegas VAMC | • Topeka VAMC |
| • Central Iowa VAMC | • Iowa City VAMC | • North Chicago VAMC | • Tuscaloosa, VAMC |
| • Charleston VAMC | • Jackson VAMC | • Northport VAMC | • Walla Walla VAMC |
| | | | • West Texas VAMC |



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39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

Structural Pest Control Board
Company Registration
General Pest and Termite

REGISTRATION PR 6602 ISSUE DATE JUNE 21, 2013

LEGION PEST MANAGEMENT
39520 MURRIETA HOT SPRINGS RD #219-210
MURRIETA CA 92563

The above is registered with the State Structural Pest Control Board as a Corporation.

THIS REGISTRATION IS NOW, AND SHALL REMAIN, THE PROPERTY OF THE
STRUCTURAL PEST CONTROL BOARD AND SHALL BE SURRENDERED TO SAID
BOARD AT ANY TIME UPON DEMAND, PENDING FINAL ACTION AS TO
SUSPENSION, REVOCATION, OR RENEWAL OF SAME.

RECEIPT NUMBER 00111792

This Original Registration must be kept for the life of the registration and posted in Public View.

In accordance with the provisions of Chapter 14, Division 3 of the Business and Professions Code, the registrant named above is hereby registered at the above address, and is subject to the rules and regulations of the California Structural Pest Control Board.

Registrations are non-transferable. You must contact the California Structural Pest Control Board within 30 days when there is a change of ownership, location, corporate officer, qualifying operator, or field representative employee.

STRUCTURAL PEST CONTROL BOARD
2005 EVERGREEN STREET, SUITE 1500
SACRAMENTO, CA 95815-3831
(916) 624-6992



www.legionpest.com



David@legionpest.com



951-219-6588





39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2025
EXPIRES: December 31, 2026

Pest Control Business - Main
LICENSE
LICENSE NO. 39333

Invalid if handwritten and/or qualified person's legal holder expiration date.

Mailing Address: LEGION PEST MANAGEMENT
39520 MURRIETA HOT SPRINGS RD 219-210
MURRIETA, CA 92563

Business Location: LEGION PEST MANAGEMENT
39703 LARKSPUR TER
TEMPICULA, CA 92591

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



Sacramento, CA 95815-3831
(916) 561-8704



Operator General Pest and Termites

License No.
OPR 12049

Expiration
6/30/2027

JOSEPH J CASTANEDA
1009 MEEKER AVENUE
LA PUENTE, CA 91746-1715

Receipt No.
41690215

Signature

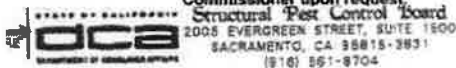


LICENSE #: 171485
Categories: BF

EXPIRES: 12/31/2026
Issued: 6/12/2025

MATTHEW T FONSECA
11522 DORLAND ST
WHITTIER, CA 90601

This License must be shown to any representative of the Director or
Commissioner upon request.



FIELD REPRESENTATIVE

LICENSE NO. PR 59780 General Pest EXPIRATION 06/30/26

MATTHEW T. FONSECA
11522 DORLAND ST
WHITTIER CA 90601

Signature

RECEIPT NO.
31780421



www.legionpest.com



David@legionpest.com



951-219-6588



dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

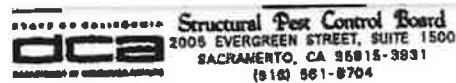
QAL
QUALIFIED APPLICATOR LICENSE

LICENSE #: 114952
Categories: AB

EXPIRES: 12/31/2027
Issued: 1/1/2026

DAVID E POPLIN
39520 MURRIETA HOT SPRINGS RD 219-210
MURRIETA, CA 92563

This License must be shown to any representative of the Director or
Commissioner upon request.



OPERATOR

General Pest and Termites

LICENSE NO. OPR 9563

EXPIRATION 06/30/26

DAVID EUGENE POPLIN
39520 MURRIETA HOT SPRINGS RD #21
MURRIETA CA 92563

Signature

RECEIPT NO.
31670432

Entomological Society of America (ESA)
Associate Certified Entomologist Program

Mr. David Eugene Poplin, ACE

Valid through: 12/31/2028

ACE #: A0651

Certified since: 3/21/2013





39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

Structural Pest Control Board
ORIGINAL CERTIFICATE
Company Registration

REGISTRATION PR 8166
ISSUE DATE MARCH 21, 2003

THE FUME SYNDICATE INC
31287 FIRST AVE
MURRIETA CA 92345

THE above is registered with the State Structural Pest Control Board as a Corporation.

THIS REGISTRATION IS NOW AND SHALL REMAIN, THE PROPERTY OF THE STRUCTURAL PEST CONTROL BOARD AND SHALL BE SUBMITTED TO ANY BOARD AT ANY TIME UPON DEMAND, PENDING FINAL ACTION AS TO SUSPENSION, REVOCATION, OR RENEWAL OF SAME.

RECEIPT NUMBER 00583900

This Original Registration must be kept for the life of the registration and posted in Public View.

In accordance with the provisions of Chapter 14, Division 3 of the Business and Professions Code, the registrant named above is hereby registered at the above address, and is subject to the rules and regulations of the California Structural Pest Control Board.

Registrations are non-transferable. You must contact the California Structural Pest Control Board within 30 days when there is a change of ownership, location, corporate officer, qualifying operator, or field representative employee.

STRUCTURAL PEST CONTROL BOARD
2005 EVERGREEN STREET, SUITE 1600
SACRAMENTO, CA 95815-3831
(916) 581-8704

----- POST IN PUBLIC VIEW -----



www.legionpest.com



David@legionpest.com



951-219-6588





39520 Murrieta Hot Springs Rd 219-210
Murrieta, CA 92563

Proposed Schedule of Performance

CDS Services Inc.	
Termite Fumigation Maintenance Services	
Laguna Hills Civic Center	
24031 El Toro Road	
Laguna Hills, CA 92653	
Pre-Fumigation	
Milestone	Target Date
Initial building inspection	Within 5 days of contract award
Pest Control Fumigation Plan submitted to Director of Public Works	Within 14 days of contract award
Occupant Fumigation Notice and Pesticide Disclosure delivered	July 15, 2026
Nylofume bags (200 minimum) delivered to Director of Public Works	July 24, 2026
On-site tenant and staff preparatory briefing	July 28, 2026
Animal exclusion barriers and screens installed	July 29-30, 2026
Fumigation Services	
Milestone	Target Date
Fumigation work commences	5:00 p.m., July 31, 2026
Full building tent installation and sealing	July 31 – August 1, 2026
Sulfuryl fluoride application and gas monitoring	August 1 – August 3, 2026
Aeration, tent removal, and clearance	August 3 – August 6, 2026
Building certified ready for occupancy	By 12:00 p.m., August 7, 2026

 www.legionpest.com

 David@legionpest.com

 951-219-6588





CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

DATE OF BID SPECIFICATIONS: MARCH 27, 2026

Notice Inviting Bids Issued:	April 9, 2026
<u>Optional Inspection Opportunity:</u>	April 23, 2026 at 10:00 a.m.
Bid Opening:	May 4, 2026 at 3:00 p.m.
Proposed Contract Award:	May 12, 2026
Fumigation Work Dates:	Between 5:00 p.m. on July 31, 2026 and 12:00 p.m. (Noon) on August 7, 2026

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

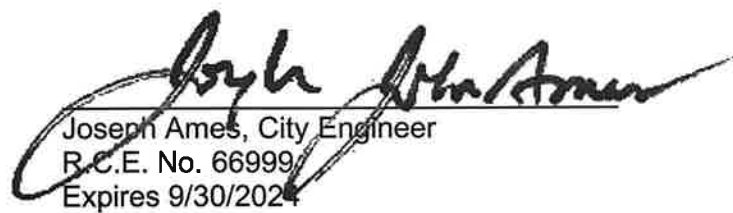
(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

**TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER**

Prepared under the Supervision of and Approved by:


Joseph Ames, City Engineer
R.C.E. No. 66999
Expires 9/30/2024

March 27, 2026

Date

CITY OF LAGUNA HILLS

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FOR

**TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER**

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SPECIAL PROVISIONS	SP-1 – SP-10
DRAFT TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT	APPENDIX I
FLOOR PLANS	APPENDIX II

CDS Services Inc.,
BIDDER'S NAME: dba Legion Pest Management

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

TO CITY OF LAGUNA HILLS:

The undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Termite Fumigation Maintenance Services Agreement. If this Bid Proposal is accepted for award, PROPOSER agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

PROPOSER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

PROPOSER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the PROPOSER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

PROPOSER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER acknowledges that it is the City's intention to award a Termite Fumigation Maintenance Services Agreement for a period commencing on July 1, 2026 through

August 31, 2029 with termite fumigation work being performed after 5:00 p.m. on July 31, 2026 but before 12:00 p.m. on August 7, 2026, and subsequent annual treatment and inspection work in August 2027 and August 2028.

PROPOSER acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Proposer is guaranteed to be authorized or granted by the City.

CDS Services Inc.,
PROPOSER'S NAME: dba Legion Pest Management DATE April 30, 2026

PROPOSER'S ADDRESS:

39520 Murrieta Hot Springs Rd #219-210, Murrieta, CA 92563

BY David E. Poplin

TITLE CEO


(Signature)

PHONE (951) 219-6588

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

/

/ Continued next page

SEE ATTACHED
NOTARY CERTIFICATE

DL 04/30/2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 04/30/2026 before me, D. Larson, Notary Public
(insert name and title of the officer)

personally appeared David E. Poplin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

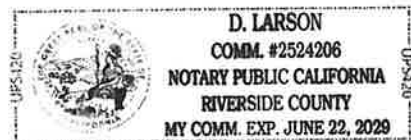
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Larson

(Seal)



PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer Name CDS Services Inc., dba Legion Pest Management

Business Address 39520 Murrieta Hot Springs Rd #219-210, Murrieta, CA 92563

FAX No. () Telephone (951) 219-6588

E-Mail address: David@legionpest.com

State Proposer's License No. and Class 6802 (Branch 2 & 3) / 9155 (Branch 1)

Original Date Issued	06/21/2013	Expiration Date	N/A
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Years this Company has been in this Business **13 Years**

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: dba Legion Pest Management

BY David E. Poplin
(Print Name)

David Poplin

(Signature)

TITLE _____ CEO _____

DATE 05/01/2026

Continued next page

CDS Services Inc.,
BIDDER'S NAME: dba Legion Pest Management

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which PROPOSER has current contracts for maintenance services:

1. Agency: Los Angeles VAMC
Address: 11301 Wilshire Blvd, Los Angeles CA 90073
Telephone: 562-619-9034
Primary Contact Person/Title: Fabricio Martinez / COR
Years of service with this Agency: 6 Years Type of Work: Pest Control Services
Term of Agreement: 6 Years Expiration Date: 05/31/2026
2. Agency: North Las Vegas VAMC
Address: 6900 N. Pecos Rd. North Las Vegas, NV 89086
Telephone: (702) 461-5400
Primary Contact Person/Title: Donald Stewart / Acting Chief, EMS
Years of service with this Agency: 2 Years Type of Work: Pest Control Services
Term of Agreement: 5 Years Expiration Date: 07/07/2029
3. Agency: Palo Alto HCS
Address: 3801 Miranda Ave., Palo Alto, CA 94304
Telephone: 650-512-3093
Primary Contact Person/Title: Mishaël Tutana / COR
Years of service with this Agency: 2 Years Type of Work: Pest Control Services
Term of Agreement: 5 Years Expiration Date: 09/30/2029

Continued next page

CDS Services Inc.,
BIDDER'S NAME: dba Legion Pest Management

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF Riverside)

David E. Poplin, being first duly sworn, deposes and says that he or she is CEO of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Proposer association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, 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 Proposer 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 agency thereof to effectuate a collusive or sham bid.

Signed



David E. Poplin
Name (print)

CEO

Title

4-30-26
Date

**SEE ATTACHED
NOTARY CERTIFICATE**

DL 04/30/2026

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

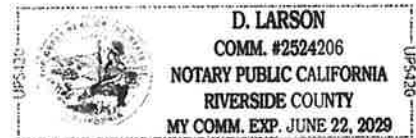
On 04/30/2026 before me, D. Larson, Notary Public
(insert name and title of the officer)

personally appeared David E. Poplin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature D. Larson (Seal)



CDS Services Inc.,
BIDDER'S NAME dba Legion Pest Management

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

BASE BID

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in accordance with the Bid Documents and Maintenance Services Agreement for the following Unit Prices.

Item	Description	Unit Price
1	Termite fumigation/abatement services including preparatory work, tenting, fumigation, removal of live animals, installation of screens, cleanup, and service warranty per the General Provisions and Special Provisions.	\$ 84,800.00
2	Wood destroying pest and organism inspection conducted in August 2027 including a written report and any re-treatment per the General Provisions and Special Provisions.	\$ 600.00
3	Wood destroying pest and organism inspection conducted in August 2028 including a written report and any re-treatment per the General Provisions and Special Provisions.	\$1,495.00

Total Bid Price (in Written Form): \$ 86,895.00

Total Bid Price (in Words):

EIGHTY-SIX THOUSAND EIGHT HUDRED NINETY FIVE DOLLARS and 00 CENTS

/

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CDS Services Inc.,
BIDDER'S NAME dba Legion Pest Management

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Proposer executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 30 day of April, 2026.

NOTE: PROPOSER MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

PROPOSER NAME: CDS Services Inc.,
dba Legion Pest Management

By David E. Poplin
Print

Signature
CEO
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

SEE ATTACHED
NOTARY CERTIFICATE
DL 04/30/2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 04/30/2026 before me, D. Larson, Notary Public
(insert name and title of the officer)

personally appeared David E. Poplin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

D. Larson

(Seal)

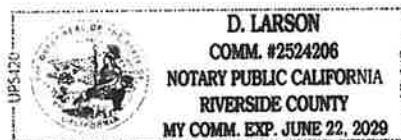


EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES

DATED: MARCH 27, 2026



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

DATE OF BID SPECIFICATIONS: MARCH 27, 2026

Notice Inviting Bids Issued:	March 30, 2026
<u>Optional Inspection Opportunity:</u>	April 23, 2026 at 10:00 a.m.
Bid Opening:	May 4, 2026 at 3:00 p.m.
Proposed Contract Award:	May 12, 2026
Fumigation Work Dates:	Between 5:00 p.m. on July 31, 2026 and 12:00 p.m. (Noon) on August 7, 2026

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

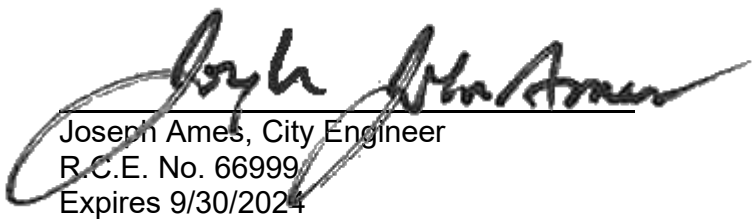
(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

**TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER**

Prepared under the Supervision of and Approved by:


Joseph Ames, City Engineer
R.C.E. No. 66999
Expires 9/30/2024

March 27, 2026

Date

CITY OF LAGUNA HILLS

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LAGUNA HILLS CIVIC CENTER**

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Proposal Bid Sheets	P-7
SPECIAL PROVISIONS	SP-1 – SP-10
DRAFT TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT	APPENDIX I
FLOOR PLANS	APPENDIX II



**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
TERMITE FUMIGATION MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications and Termite Fumigation Maintenance Services Agreement on file in the City Clerk's Department of the City of Laguna Hills.

Bids will be received by the City Clerk at the City of Laguna Hills until 3:00 pm on the 4th day of May 2026, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR TERMITE FUMIGATION MAINTENANCE SERVICES AT THE LAGUNA HILLS CIVIC CENTER - DO NOT OPEN WITH REGULAR MAIL."** The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

NON-MANDATORY SITE INSPECTION OPPORTUNITY: Bidders shall be offered the opportunity to inspect the Laguna Hills Civic Center on Thursday, April 23, 2026 at 10:00 a.m. Meet in the Lobby of the Civic Center. Site Address: 24031 El Toro Road, Laguna Hills, California 92653. A City Staff Member will direct and/or escort the Bidders around the Civic Center. Bidders are encouraged to participate in the site inspection opportunity as no changes conditions claims shall be accepted.

The City seeks to retain the services of a qualified and experienced company/Proposer capable of performing the work of termite fumigation at the Laguna Hills Civic Center (the "Project") in accordance with a Base Bid and/or any combination of Alternate Bids.

The Agency reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages

of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Termite Fumigation Maintenance Services Agreement, the Proposer shall possess and maintain: (1) Company Registration, (2) Field Representative, and (3) Operator licenses from the California Department of Consumer Affairs, Structural Pest Control Board. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The selected company/Proposer shall enter into the City's Termite Fumigation Maintenance Services Agreement, which includes the following provision regarding Prevailing Wages: "The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Proposer 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. Proposer agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Proposer shall bear all risks of payment or non-payment of prevailing wages under California law, and Proposer hereby agrees to 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. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its sub-Proposers of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (see Appendix I) Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained on the City's website at www.lagunahillsca.gov. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP," then clicking on the specific job in which you are

interested. You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this ____ day of March 2026.

CITY OF LAGUNA HILLS, CALIFORNIA

KAREN HAMMAN
INTERIM CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

Proposer shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Proposers shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Proposer shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Proposer shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Proposer, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Proposer's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a Bid Proposal will render it irregular and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF PROPOSERS

In the event that any Proposer acting as a prime Proposer has an interest in more than one proposal, all such proposals will be rejected, and the Proposer will be disqualified. This restriction does not apply to subProposers or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Proposer is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents. Proposer shall field review the site of

the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Proposer shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Proposer submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Proposer for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges,

installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final.

The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Sample Termite Fumigation Maintenance Services Agreement, which is subject to change upon final, the selected Bidder shall hold a Proposer's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Proposer to whom the award is contemplated. No Proposer may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Proposer shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Proposer shall sign a

Compensation Insurance Certificate which is included with the attached Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

13. NON-MANDATORY SITE INSPECTION OPPORTUNITY:

Bidders shall be offered the opportunity to inspect the Laguna Hills Civic Center on Thursday, April 23, 2026, at 10:00 a.m. Meet in the Lobby of the Civic Center. Site Address: 24031 El Toro Road, Laguna Hills, California 92653. A City Staff Member will direct and/or escort the Bidders around the Civic Center. Bidders are encouraged to participate in the site inspection opportunity as no changes conditions claims shall be accepted.

14. WORK SCHEDULE & LIQUIDATED DAMAGES

The Proposer shall perform termite abatement services (tenting) after the close of the Civic Center's business hours on Friday, July 31, 2026, at 5:00 p.m., and termite abatement services shall be completed prior to Friday, August 7, 2026 at 12:00 p.m., local time.

LIQUIDATED DAMAGES for delays shall be assessed at \$3,000 per hour, whole or part of an hour, for any work not completed by Friday, August 7, 2026 at 12:00 p.m., including clearance work.

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CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Proposer, by submitting their bid, is agreeing to enter into the proposed Sample Draft Termite Fumigation Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Termite Fumigation Maintenance Services Agreement is attached (see Appendix I).

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ALTERNATE BIDS

Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a company/Proposer to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids, if any, and in accordance with the "best qualified vendor selection criteria" as described herein.

4. AWARD OF TERMITE FUMIGATION MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Proposer for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Termite Fumigation Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids, if any, to the best qualified vendor in accordance with all of the following provisions of the LHMC.

"3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation

charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.”

To facilitate the City’s determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City’s needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Company/Proposer to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Proposer shall be required to agree to the terms of the attached (see Appendix I) Draft Termite Fumigation Maintenance Services Agreement.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of three (3) years, commencing on the date of execution of the Agreement and ending three years later.

6. METHOD OF PAYMENT

The Proposer shall present an invoice for the contracted amount for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The invoice shall be accompanied with a narrative description of all work completed and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Payment will be made only after verification of completion of the scheduled work and any extra work. Send invoices to: Director of Public Works, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the lump sum price bid for termite fumigation maintenance and no additional compensation will be allowed therefore.

The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the lump sum price shall include, but not be limited to, the following work:

Preparatory work, fumigation, inspection, and reporting associated with termite abatement fumigation services and subsequent wood-destroying pest and organism inspection services.

8. TASK ORDER FOR EXTRA WORK

No extra work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such extra work.

1. Extra work shall not be initiated without written authorization as represented by a Task Order. Otherwise, work performed prior to written authorization shall not be paid.
2. Work will be executed in a timely manner meeting the approval of the Director of Public Works on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.
3. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Proposer and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Proposer's use.
4. Equipment rental costs for extra work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
5. Notwithstanding the above clauses, the City shall have no obligation to utilize the Proposer for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

The Agreement includes the following provision regarding Prevailing Wages: "The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in

the State of California Labor Code. Proposer 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. Proposer agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Proposer shall bear all risks of payment or non-payment of prevailing wages under California law, and Proposer hereby agrees to 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. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its sub-Proposers of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft Termite Fumigation Maintenance Services Agreement.

10. ANTI-KICKBACK AND WORK STANDARDS

The Proposer shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Proposer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Proposer to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Company/Proposer shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Proposer shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Proposer shall have and maintain: (1) Company Registration, (2) Field Representative, and (3) Operator licenses from the California Department of Consumer Affairs, Structural Pest Control Board. Additionally, Proposer shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Company/Proposer shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2020 Class 3 Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the Director of Public Works.

16. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions.

Unless otherwise specified, the Proposer shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

17. COMMUNICATIONS

Proposer shall provide a dedicated project manager for the Project, and shall provide the cellular telephone number for the project manager. Email shall be the routine communication media for submission of documents, requests, work orders, reports, etc.

18. SCHEDULING OF WORK

The Proposer shall perform termite abatement services (tenting) after the close of the Civic Center's business hours on Friday, July 31, 2026 at 5:00 p.m., and termite abatement services shall be completed prior to Friday, August 7, 2026 at 12:00 p.m. The Proposer shall make the Civic Center building ready for occupancy by 12:00 p.m. on Friday, August 7, 2026.

The Proposer shall submit a work schedule in advance describing operations and when work and applications of pest control products will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any maintenance operations.

19. REPORTS AND SCHEDULES

The Proposer, as part of the Agreement, shall submit report(s) and schedule(s) as required by the Specifications.

20. PROTECTION OF PROPERTY AND PERFORMANCE DURING INCLEMENT WEATHER

1. During periods of storms, the Proposer shall provide inspection of the Project during regular hours to identify and address possible damage from inclement weather. The Proposer shall submit a report identifying any storm damage to the City's representative attached to a site map identifying location of damage and a cost estimate to repair/replace.
2. During periods when inclement weather hinders normal operations, the Proposer shall adjust its work force in order to accomplish those activities that are not affected by weather. However, most personnel shall be on site and perform work during inclement weather.

21. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Proposer shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Proposer's neglect shall be corrected or paid for by the Proposer at no cost to the City.

22. PROPOSER NEGLECT

Any damage to City or private property, including loss of plant and landscape material, which has been determined by the City to be due to the Proposer's neglect or actions, shall be corrected by the Proposer at no additional cost to the City.

23. SAFETY

Proposer shall be solely responsible for providing a safe work place, and compliance with current standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

24. EQUIPMENT

The Proposer shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by Director of Public Works to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

25. NOISE CONTROL REQUIREMENTS

The Proposer shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. It is the responsibility of the Proposer to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

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CITY OF LAGUNA HILLS
BID PROPOSAL FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

Proposal Submission Requirements

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Termite Fumigation Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A proposed Schedule of Performance.
4. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
5. All the following Bid Proposal pages.

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

TO CITY OF LAGUNA HILLS:

The undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Termite Fumigation Maintenance Services Agreement. If this Bid Proposal is accepted for award, PROPOSER agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

PROPOSER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

PROPOSER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the PROPOSER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

PROPOSER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER acknowledges that it is the City's intention to award a Termite Fumigation Maintenance Services Agreement for a period commencing on July 1, 2026 through

August 31, 2029 with termite fumigation work being performed after 5:00 p.m. on July 31, 2026 but before 12:00 p.m. on August 7, 2026, and subsequent annual treatment and inspection work in August 2027 and August 2028.

PROPOSER acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Proposer is guaranteed to be authorized or granted by the City.

PROPOSER'S NAME: _____ DATE _____ 2026

PROPOSER'S ADDRESS:

BY _____

TITLE _____

(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer Name _____

Business Address _____

FAX No. (____) _____ Telephone (____) _____

E-Mail address: _____

State Proposer's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in this Business _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which PROPOSER has current contracts for maintenance services:

1. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____

Continued next page

BIDDER'S NAME: _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Proposer association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, 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 Proposer 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 agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER

BASE BID

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in accordance with the Bid Documents and Maintenance Services Agreement for the following Unit Prices.

Item	Description	Unit Price
1	Termite fumigation/abatement services including preparatory work, tenting, fumigation, removal of live animals, installation of screens, cleanup, and service warranty per the General Provisions and Special Provisions.	\$
2	Wood destroying pest and organism inspection conducted in August 2027 including a written report and any re-treatment per the General Provisions and Special Provisions.	\$
3	Wood destroying pest and organism inspection conducted in August 2028 including a written report and any re-treatment per the General Provisions and Special Provisions.	\$

Total Bid Price (in Written Form): \$ _____

Total Bid Price (in Words):

_____ DOLLARS and ____ CENTS

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BIDDER'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
TERMITE FUMIGATION MAINTENANCE SERVICES AT THE
LAGUNA HILLS CIVIC CENTER
CONTINUED

BID PROPOSAL

IN WITNESS WHEREOF, Proposer executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2026.

NOTE: PROPOSER MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

PROPOSER NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SCOPE OF WORK
SPECIAL PROVISIONS
FOR
TERMITE FUMIGATION MAINTENANCE SERVICES

A. GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, all Appendices and the Sample Draft Termite Fumigation Maintenance Services Agreement establish the standards and specifications (hereinafter "specifications") for termite fumigation maintenance services at the Laguna Hills Civic Center.

The Proposer shall furnish all supervision, labor, materials, and equipment necessary to accomplish pesticide fumigation application components of the proposed Maintenance Services Agreement.

The Proposer shall provide termite abatement fumigation services and subsequent wood-destroying pest and organism inspection services at the Laguna Hills Civic Center, 24031-24035 El Toro Road, Laguna Hills, CA 92653 in accordance with all local, city, county, state, and federal laws, and regulations.

The Laguna Hills Civic Center is approximately 51,940 square feet of floor area in three stories, plus a tower element.

The termite fumigation/abatement services (tenting) shall be provided during the period of 5:00 p.m. on Friday, July 31, 2026 through 12:00 p.m. on Friday, August 7, 2026 as follows: one to two (1-2) days for tenting, one to three (1-3) days for treatment, and one to two (1-2) days for clearance.

The Proposer shall perform termite abatement services (tenting) after the close of the Civic Center's business hours on Friday, July 31, 2026, at 5:00 p.m., and termite abatement services shall be completed prior to the start of the Civic Center's business hours on Friday, August 7, 2026, at 12:00 p.m. (Noon).

LIQUIDATED DAMAGES for delays shall be assessed at \$3,000 per hour, whole or part of an hour, for any work not completed by Friday, August 7, 2026, at 12:00 p.m., local time, including clearance work.

All work dates and times must be approved by the Director of Public Works.

Following abatement services, the Proposer shall perform annual wood-destroying pest and organism inspections in August 2027 and August 2028, for a total of two (2) inspections. The Proposer shall perform inspection services during the City's

business hours, unless otherwise requested and agreed upon with the Director of Public Works.

The Director of Public Works must approve all work dates and times.

B. PREPARATORY WORK

The Proposer shall provide an Occupant Fumigation Notice and Pesticide Disclosure to the Director of Public Works no later than July 15, 2026 and will be required to meet onsite with City staff and Civic Center tenants to provide information on appropriate and safe methods for the bagging of belongings, e.g., food, beverages, medicines, and plants, or the removal of such belongings from the site. The Occupant Fumigation Notice shall identify the Proposer's responsibilities to prepare the site for treatment. The Proposer shall provide at least two hundred (200) Nylofume bags to the Director of Public Works no less than one (1) week before the specified start date at no additional cost to the City.

The Proposer shall perform a precautionary structural fumigation with a pre-approved fumigant for the elimination of any undetected or concealed infestations of drywood termites.

C. FUMIGATION PROCESS

1. The Proposer shall fully tent the entire building and apply sulfuryl fluoride gas in sufficient quantities according to industry practices.
2. The Proposer shall use Chloropicrin gas as the warning agent.
3. The Proposer shall monitor fumigant gas during fumigation using a Fumiscope RDA or equivalent during the first 24 hours of fumigation.
4. The Proposer shall only use State of California approved materials and procedures for completing the termite abatement services. Chemicals and fumigants used must be registered with the State of California's Department of Pesticide Regulation and comply with all state and federal regulations.
5. The Proposer shall be fully responsible for all site preparation and cleanup.
6. The Proposer shall be responsible for any damage caused to the building and/or plants as a result of the contracted services.
7. The Proposer shall be responsible for exclusion/removal of live animals under fumigated areas including prior to fumigation. Proposer to coordinate removal/trapping activities with the City prior to the date of the fumigation. Proposer shall identify areas where pest reentry is possible and install barriers to prevent access. Exclusion methods shall include the use of perforated or mesh screens to block openings. Proposer shall include in its submittal exclusion materials for review and approval by the City prior to

fumigation. Proposer shall hold the appropriate licenses or subcontract with an animal trapper licensed by the California Department of Fish & Wildlife to provide these services.

8. The Proposer shall be responsible for the removal of dead animals for up to 30 days after the tents are removed at the Proposer's expense.

D. SERVICE WARRANTY

The Proposer shall provide a minimum service warranty of three (3) years, from the date of fumigation, or the end date of the proposed Maintenance Services Agreement, whichever one occurs later.

E. WOOD DESTROYING PEST AND ORGANISM INSPECTION

1. The Proposer shall perform a wood-destroying pest and organism inspection on the covered structure one (1) time per year in August 2027 and August 2028 over the thirty-six (36) month Agreement term for a total of three (3) inspections. The Proposer shall provide the written wood-destroying pest and organism inspection results to the Director of Public Works within ten (10) days of the completion of the inspection.
2. Wood-destroying pest and organism inspection services shall be coordinated with the Director of Public Works.
3. During the annual wood-destroying pest and organism inspection(s), should any new dry wood termite infestations be found, the Proposer shall provide the appropriate re-treatment within three (3) months at no additional cost to the City.

F. TRAINED OPERATORS & REPRESENTATIVES

1. Termite abatement and inspection services shall be performed by appropriately trained and qualified operators and/or representatives.
2. Proposer shall have no less than five (5) year experience in providing fumigation services to public buildings or schools. References to be provided upon request.

G. NOISE ABATEMENT

The Proposer shall ensure that all services are performed in compliance with all city and county noise abatement laws, ordinances, and regulations.

H. WASTE TRANSPORTATION AND/OR DISPOSAL

The Proposer shall be solely responsible for adhering to any and all local, city, county, state, and federal laws, and regulations pertaining to the proper transportation and/or disposal of all waste products while performing services under the proposed Maintenance Services Agreement. The Proposer shall indemnify, defend, and hold harmless the state,

its officers, agents, and employees from any and all claims, injuries, suits, damages, and losses arising out of or in connection with the improper transportation and/or disposal of all waste products.

I. INSPECTIONS OF FACILITIES AND PLANNING

The Proposer shall conduct a thorough initial inspection of the building within (5) days of the initiation date of the contract. Before rendering service, after the initial inspection, the Proposer shall submit to the Director of Public Works a Pest Control Fumigation Plan for the site. If the Plan is acceptable, the Proposer shall schedule service in the period of 5:00 p.m. on July 31, 2026 through 12:00 p.m. on August 7, 2026.

The Pest Control Fumigation Plan shall consist of the following:

1. Proposed methods and equipment for service: The Proposer shall provide a summary of proposed control methods-including current labels and Safety Data Sheets (SDS) of all pesticides to be used and any other pest control devices or equipment that may be used to provide service.
2. Fumigation schedule: The Proposer shall provide complete service schedule.
3. Commercial applicator or technician licenses: The Proposer shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Proposer employee who will be performing on-site services under this contract.

J. DPR REPORTING POSTING

The City will be responsible to post, in a prominent location, pest control signs provided by the Proposer in fulfillment of obligations under California laws and regulations. In the event of emergency applications, the City will display the pest control sign in a prominent location at the time of treatment.

K. SAFETY AND HEALTH

The Proposer shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the City harmless for any action on its part or that of its employees that results in illness, injury, or death.

L. UNIFORMS AND PROTECTIVE CLOTHING

All Proposer personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Proposer shall determine and provide additional personal protective equipment required for the performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

M. VEHICLES

Vehicles used by the Proposer shall be identified in accordance with state and local regulations and shall be operated in a safe manner on City property. Vehicles must meet California Department of Transportation requirements.

N. LICENSING

Throughout the term of the Termite Fumigation Maintenance Services Agreement, the Proposer shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Proposer personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the City under this contract.

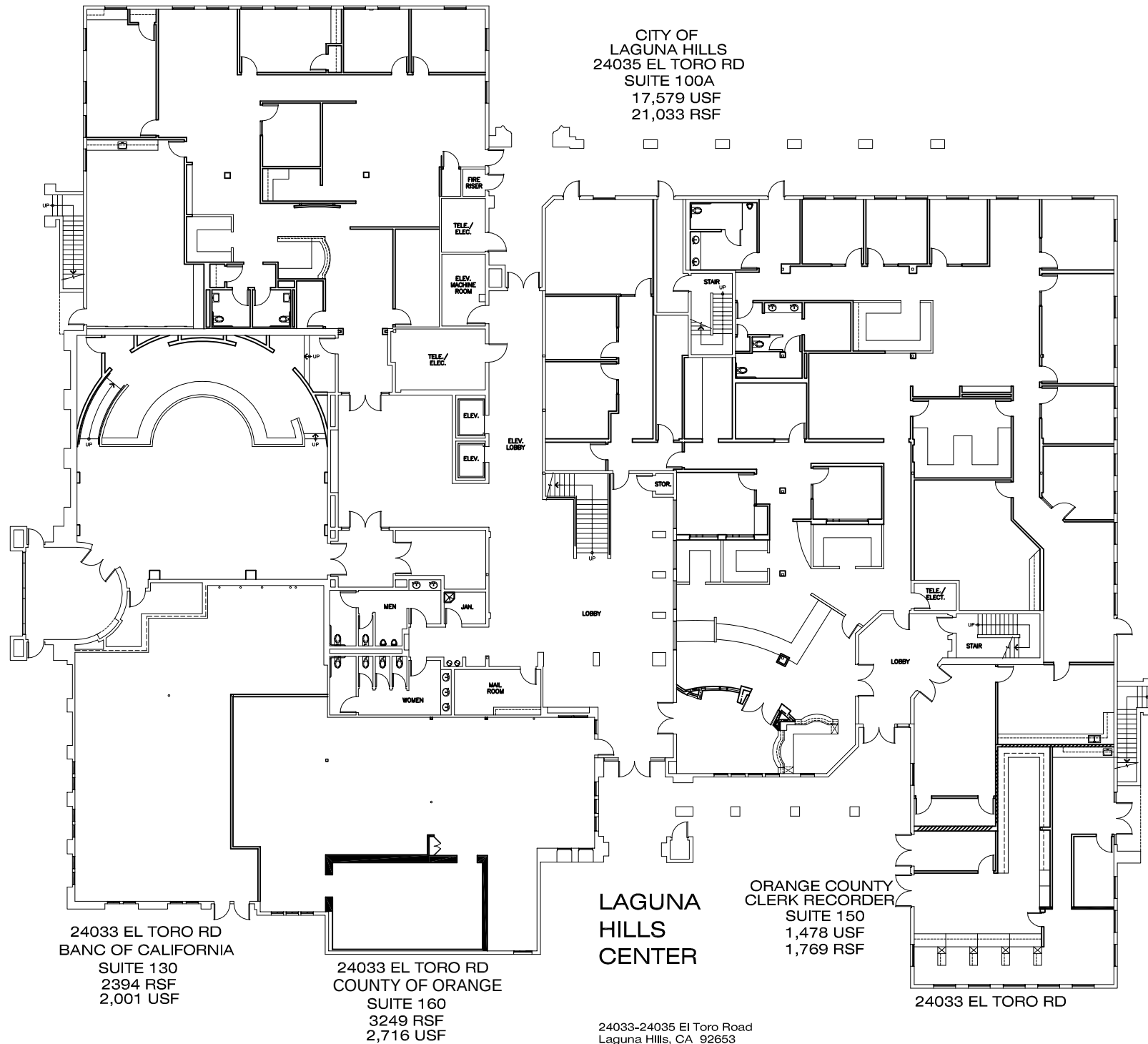
O. USE OF PESTICIDES

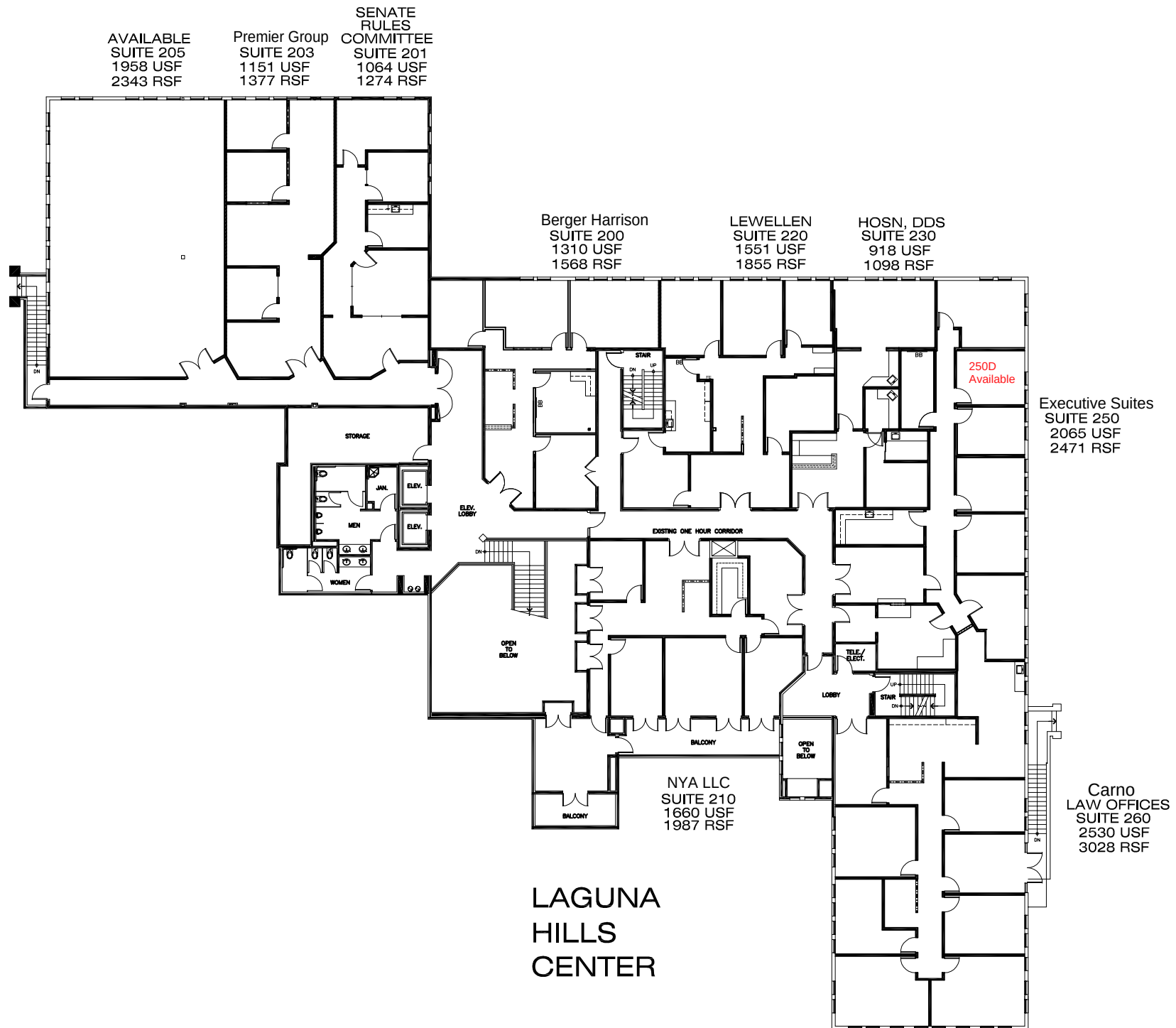
The Proposer shall be responsible for application of pesticides according to the label. All pesticides used by the Proposer must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The Proposer shall not store or dispose of any pesticide product on District property. The Proposer shall not sell, share, or make available any pesticide products to any non-licensed City employee.

Appendix I:

DRAFT TERMITE FUMIGATION MAINTENANCE SERVICES
AGREEMENT

Appendix II:
FLOOR PLANS





24031 El Toro Road
Laguna Hills, CA 92653



FIRST AMERICAN
SUITE 304
513 USF
614 RSF

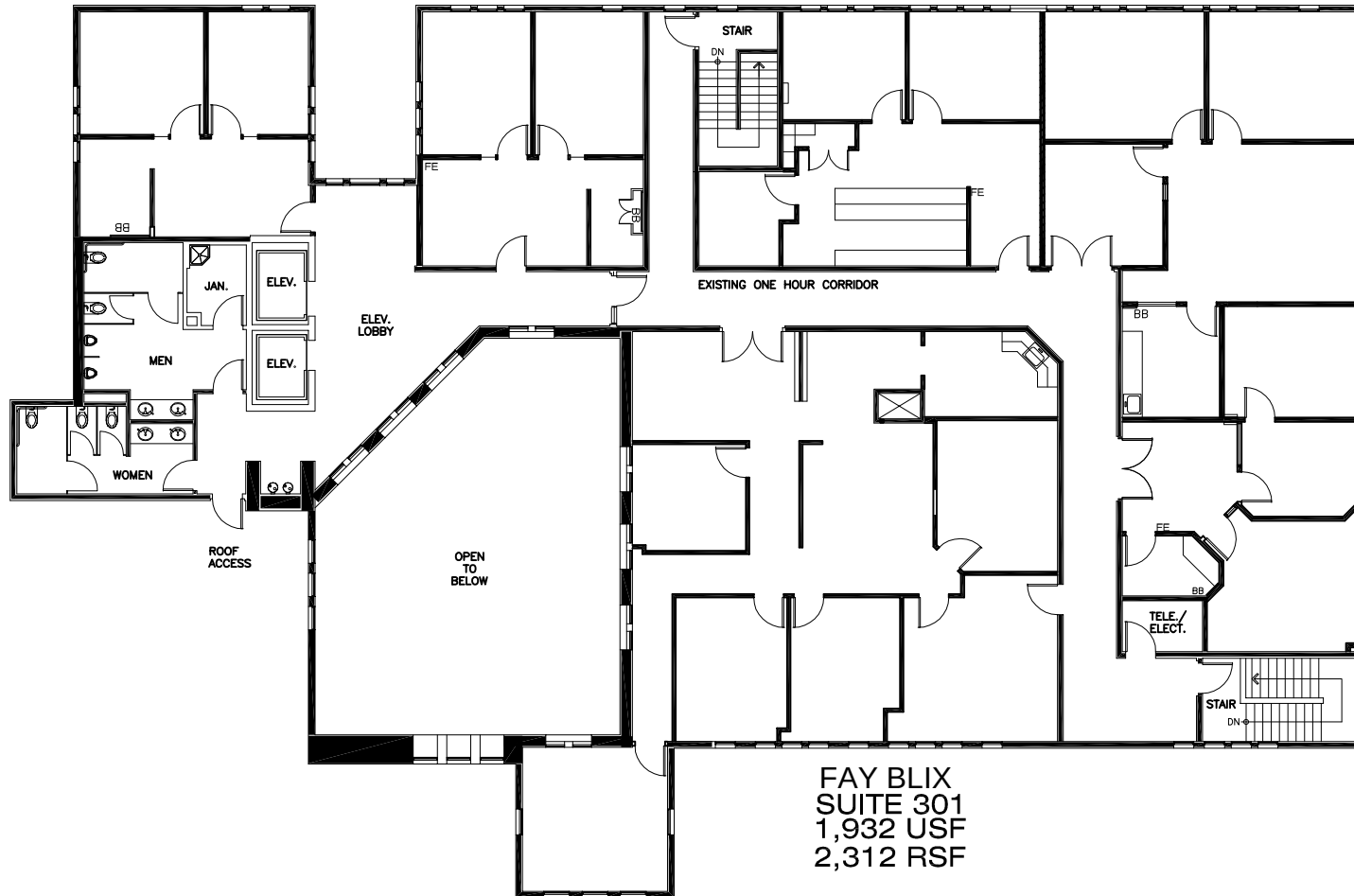
City Council
SUITE 300
561 USF
672 RSF

Vacant
SUITE 310
738 USF
883 RSF

DALE
MCINTOSH
CENTER
SUITE 320
1,018 USF
1,218 RSF

BEHRENS
SUITE 330
669 USF
800 RSF

FAY BLIX
SUITE 301
1,932 USF
2,312 RSF



LAGUNA HILLS CENTER

24031 El Toro Road
Laguna Hills, CA 92653



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Resolution Adopting a List of Street Maintenance Projects for Fiscal Year 2026/2027 Funded by SB 1: The Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting a List of Street Maintenance Projects for Fiscal Year 2026/2027 Funded By SB 1: The Road Repair and Accountability Act of 2017."

Background:

In April 2017, the Road Repair and Accountability Act was enacted into law establishing a new funding source intended to address deferred maintenance and infrastructure investment on the state highway system and the local street and road system. In order to utilize this funding, the California Transportation Commission (CTC) established guidelines requiring an annual submittal of project lists and other reporting requirements. Adoption of the attached Resolution will meet the reporting requirements established by the CTC and maintain the City's eligibility to receive the Road Repair and Accountability Act funding.

The Road Repair and Accountability Act of 2017 (SB 1) was passed by the California Legislature on April 6, 2017, and signed into law by Governor Brown on April 28, 2017. The Act raises over \$5 billion per year for transportation infrastructure improvements and established the Road Maintenance and Rehabilitation Account (RMRA). The funding distribution formula is population based from the following taxes enacted by the Road Repair and Accountability Act of 2017: 12 cent per gallon gasoline excise tax, 20 cent per gallon diesel fuel excise tax, miscellaneous state transportation improvement fees, and transportation loan repayments. The funding began in

November 2017 and the City has received annual funding which has been applied to each of the planned biennial street maintenance projects (CIP No. 101 series projects). In accordance with guidelines issued by the CTC for an agency to maintain eligibility to receive RMRA funding, the City must comply with all requirements, including submitting annual project reporting to the CTC. This reporting includes developing and submitting a list of potential projects to the CTC by June 30th, as well as reporting project expenditures to the CTC following the end of each fiscal year.

In addition, in order to receive RMRA funds, cities and counties must meet and report upon a minimum "maintenance of effort" (MOE) expenditure requirement to ensure that these new road funds do not supplant existing levels of general revenue spending on streets and roads. The MOE report is submitted by staff on an annual basis and the City continues to meet this requirement.

In keeping with the City's approach to maximize the value of this funding, two fiscal years' worth of funding are traditionally combined into one street maintenance project for fiscal benefit and administrative efficiency. Future RMRA funding has been allocated to the biennial Citywide Local Street Rehabilitation Projects (CIP Nos. 101-M and 101-N) in FYs 2025/2026 and 2027/2028. However, for maximum flexibility in using RMRA funds, several arterial highway pavement rehabilitation projects are being included on the list of eligible expenditures for RMRA funding, such as Avenida de la Carlota (CIP No. 182), Moulton Parkway (CIP No. 183), La Paz Road (CIP No. 185), and Oso Parkway (CIP No. 181). The eligible projects are further described on Exhibit A to the attached Resolution.

Fiscal Impact:

The ability of the City to gain access to RMRA funding requires the adoption of an annual Resolution which conforms to the guidelines promulgated by the CTC. The FY 2025/2026 RMRA funding will be held and will be combined with the FY 2026/2027 RMRA funding for a single project for the biennial Citywide Local Street Rehabilitation Project (CIP 101-M).

The RMRA funding, for the two years of allocation, will provide the City with approximately \$1.5 million for street maintenance and improvements. These funds, when combined with Highway User Tax Account funds, will provide street funding in the projected amount of \$3.3 million.

Attachments:

1. Proposed Resolution: FY 26-27 SB1 Funding

RESOLUTION NO. 2026-05-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A LIST OF STREET MAINTENANCE PROJECTS FOR FISCAL YEAR 2026/2027 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Laguna Hills (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution, a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$880,000 in RMRA funding in fiscal year 2026/2027 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, and safety improvements that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities; and

WHEREAS, the City utilized its Pavement Management Plan (PMP) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate the approximate 102 centerline mile segments of streets; and

WHEREAS, the City's 2024 Pavement Management Plan determined the

City's streets and roads are in a good condition and this revenue will help maintain the overall quality of our road system and over the next decade and maintain the City streets and roads in a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide; and

WHEREAS, for fiscal benefit and administrative efficiency, the City schedules its street maintenance capital improvement projects on a biennial basis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The fiscal year 2026/2027 Capital Improvement Program projects for street maintenance shall be combined with the fiscal year 2027/2028 Capital Improvement Program projects, providing two-years of funding for fiscal benefit and administrative efficiency.

SECTION 3. The list of the streets planned to be funded with 2026/2027 and 2027/2028 Road Maintenance and Rehabilitation Account revenues include all streets shown on Exhibit A, attached hereto and incorporated herein.

PASSED, APPROVED, AND ADOPTED this 26th day of May, 2026.

DON CASKEY, MAYOR

ATTEST:

KAREN HAMMAN, INTERIM CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
05-26-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 26th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAREN HAMMAN, INTERIM CITY CLERK

EXHIBIT A

SB1 PROJECT LIST FOR FY 2026/2027

The following previously proposed and adopted projects and newly proposed and adopted projects may utilize 2025/2026, 2026/2027, and 2027/2028 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

CITYWIDE LOCAL STREET REHABILITATION PROJECT

(Inclusive of asphalt concrete repairs, resurfacing with asphalt pavement or slurry seal, ADA access ramp construction, sidewalk construction and repairs, traffic control and restriping work)

ANTICIPATED CONSTRUCTION START: FALL 2026

ANTICIPATED CONSTRUCTION COMPLETION: SPRING 2027

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
CABOT RD	N. CITY LIMITS	RAPID FALLS RD	A
CABOT RD	RAPID FALLS RD	S. CITY LIMITS	A
GREENFIELD DR	SR 73 SB ON/OFF RAMPS	SR 73 NB ON/OFF RAMPS	A
ABILENE CIR	HIDDEN TRAIL RD	WEST END	A
ANADALE DR	VISTA VIEJO N CNR	NORTH END	A
BARKSTONE LN	VISTA VIEJO	NORTH END	A
BEARGRASS CIR	LOST COLT DR	SOUTH END	A
BLACK HORSE LN	LOST COLT DR	EAST END	A
BOOTHILL CT	DILLION RD	WEST END	A
BRADFORD LN	NOTTINGHAM CT	NORTH END	A
BRIDLEWOOD DR	OSO PKWY	LAUREL CREST DR	A
BRIDLEWOOD DR	LAUREL CREST DR	MEADOW CREST DR	A
BRIDLEWOOD DR	MEADOW CREST DR	VISTA VIEJO	A
CARLSON CT	LAUREL CREST DR	EAST END	A
CEDARBLUFF TER	WOODBUFF RD	EAST END	A
CHELSEA LN	NOTTINGHAM CT	SOUTH END	A
COACH SPRINGS LN	HIDDEN TRAIL RD	WEST END	A
DEPUTY CIR	DILLION RD	SOUTH END	A
DERBYHILL DR	HIDDEN TRAIL RD	WEST END	A
DEVONSHIRE RD	FALLING LEAF DR	NOTTINGHAM CT	A
DILLION RD	LOST TRAIL DR	EAST END	A
ELDERBROOK LN	WOODBUFF RD	SOUTH END	A
ELM BANK DR	DEVONSHIRE RD	WEST END	A
EMPTY SADDLE DR	NELLIE GAIL RD	SPOTTED PONY LN	A
EUCALYPTUS DR	WOODBUFF RD	EAST END	A
FAIRCOURT LN	WOODBUFF RD	EAST END	A
FALLING LEAF DR	DEVONSHIRE RD	WOODBUFF RD	A
FARGO RD	ROCKRIDGE RD	SOUTH END	A
FLETCHER PL	LAUREL CREST DR	EAST END	A
GOLD DUST LN	HIDDEN TRAIL RD	SOUTH END	A
GOLDEN ROD CIR	MAGNOLIA CT	EAST END	A

STREET NAME	FROM	TO	ZONE
GREEN HILLS LN	WOODBUFF RD	RAIN TREE RD	A
GREENFIELD DR	SR 73 RAMPS	HIDDEN TRAIL RD	A
HARRINGTON CT	NOTTINGHAM CT	NORTH END	A
HIDDEN TRAIL RD	PINESTRAP CIR	DERBYHILL DR	A
HIDDEN TRAIL RD	STAGELINE DR	NELLIE GAIL RD	A
HIDDEN TRAIL RD	DERBYHILL DR	STAGELINE DR	A
HIDDEN TRAIL RD	GREENFIELD DR	PINESTRAP CIR	A
HIGHWOOD CIR	ROCKING HORSE LN	NORTH END	A
IRONWOOD DR	GREEN HILLS LN	MIDDLE RIDGE LN	A
LAURAL CREST DR	BRIDLEWOOD DR	PATTERSON	A
LONE ACRES LN	LOST TRAIL DR	EAST END	A
LONE PINE CIR	HIDDEN TRAIL RD	EAST END	A
LOST COLT DR	MAVERICK CIR	STAGELINE DR	A
LOST COLT DR	BEARGRASS CIR	NELLIE GAIL RD	A
LOST COLT DR	STAGELINE DR	BEARGRASS CIR	A
LOST TRAIL DR	RAPID FALLS RD	DILLION RD	A
MAGNOLIA CT	FALLING LEAF DR	SOUTH END	A
MAPLE VIEW DR	LAUREL CREST DR	WEST END	A
MAVERICK CIR	WESTRIDGE LN	SOUTH END	A
MEADOW CREST DR	BRIDLEWOOD DR	NORTH END	A
MIDDLE RIDGE LN	IRONWOOD DR	WOODBUFF RD	A
MOORE OAKS RD	DEVONSHIRE RD	NORTH END	A
NELLIE GAIL RD	OSO PKWY	LANE MERGE	A
NELLIE GAIL RD	ROCKING HORSE LN	EMPTY SADDLE DR	A
NELLIE GAIL RD	LOST COLT DR	MOULTON PKWY	A
NELLIE GAIL RD	LOST COLT DR	RED LODGE PL	A
NELLIE GAIL RD	RED LODGE PL	ROCKING HORSE LN	A
NELLIE GAIL RD	ROAD SPLIT	EMPTY SADDLE DR	A
NELLIE GAIL RD	MOULTON PKWY	LOST COLT DR	A
NELLIE GAIL RD	LANE MERGE	OSO PKWY	A
NOTTINGHAM CT	OSO PKWY	DEVONSHIRE RD	A
NOTTINGHAM CT	DEVONSHIRE RD	BRADFORD LN	A
OAK HOLLOW RD	ELM BANK DR	NORTH END	A
PATTERSON PL	LAUREL CREST DR	MOORE OAKS RD	A
PINE STRAP CIR	HIDDEN TRAIL RD	WEST END	A
PINTO CT	LOST TRAIL DR	EAST END	A
POINTSETTIA CT	WOOD BROOD RD	NORTH END	A
RAIN TREE RD	GREEN HILLS LN	EAST END	A
RAPID FALLS RD	CABOT RD	SUNDOWNER DR	A
RAPID FALLS RD	SUNDOWNER DR	LOST TRAIL DR	A
RAPID FALLS RD	LOST TRAIL DR	HIDDEN TRAIL RD	A
RED BARN CIR	NELLIE GAIL RD	NORTH END	A
RED LODGE PL	NELLIE GAIL RD	WEST END	A
ROCKING HORSE LN	NELLIE GAIL RD	NORTH END	A
ROCKRIDGE RD	HIDDEN TRAIL RD	EAST END	A
RODEO CIR	HIDDEN TRAIL RD	EAST END	A
ROLLING HILLS RD	WILLOW TREE LN	WEST END	A
SANDRIDGE CIR	WESTRIDGE LN	EAST END	A
SHENANDOAH DR	HIDDEN TRAIL RD	SOUTH END	A
SPOTTED PONY LN	EAST END	WEST END	A
STAGELINE DR	LOST COACH DR	HIDDEN TRAIL RD	A
STAGEWOOD CT	STAGELINE DR	NORTH END	A
STRATFORD PL	NOTTINGHAM PL	NORTH END	A
SUNDOWNER DR	RAPID FALLS RD	NORTH END	A
VISTA VIEJO	CITY LIMIT	DEVONSHIRE RD	A
WAGON WHEEL DR	HIDDEN TRAIL RD	EAST END	A
WESTRIDGE LN	LOST COLT DR	SANDRIDGE CIR	A
WESTRIDGE LN	SANDRIDGE CIR	MAVERICK CIR	A
WHITE OAKS DR	LAUREL CREST DR	SOUTH END	A
WILLOW TREE LN	FALLING LEAF DR	ROLLING HILLS RD	A
WOOD BLUFF RD	ELDERBROOK LN	FALLING LEAF DR	A

STREET NAME	FROM	TO	ZONE
WOOD BLUFF RD	VISTA VIEJO	ELDERBROOK LN	A
WOOD BROOK RD	LAUREL CREST	WEST END	A
ALAMEDA AVE	DEL MONTE ST	ALISO HILLS DR	C
ALAMEDA AVE	EL PRADO ST	DEL MONTE ST	C
ALAMEDA AVE	EL PRADO ST	ELENA DR	C
ALAMEDA AVE	ELENA DR	MONTE ROYALE ST	C
ALAMEDA AVE	LA PAZ RD	MONTE ROYALE ST	C
ALISAL AVE	SARITA DR	LINDA VISTA DR	C
ALISAL AVE	LINDA VISTA DR	PASEO DE VALENCIA	C
ALISO HILLS DR	LA CIENEGA ST	SIERRA BONITA DR	C
ALISO HILLS DR	LA PAZ RD	LUNA BONITA DR	C
ALISO HILLS DR	LUNA BONITA DR	LA SERRA ST	C
ALISO HILLS DR	LA SERRA ST	MENDOCINO AV	C
ALISO HILLS DR	MENDOCINO AV	LA CIENEGA ST	C
ALISO HILLS DR	ALICIA PKWY	LA CIENEGA ST	C
ALTA LOMA CT	SANTA ROSA AVE	EAST END	C
ALTA MIRA DR	ALEMEDA AVE	BUENA VISTA DR	C
AMALIA ST	YOLANDA ST	CARMEL ST	C
ANACAPA ST	SAN PEDRO AVE	EL PRADO ST	C
ANDREA ST	LUPITA ST	SOUTH END	C
ANDREA ST	LUPITA ST	NORTH END	C
BUENA VISTA DR	LOS GATOS DR	NORTH END	C
CALERO AVE	LA MIRADA ST	EL CONEJO LN	C
CARMEL ST	SOUTH END	NORTH END	C
CREEK DR	LINDA VISTA DR	SOUTH END	C
DEL MONTE ST	ALAMEDA AVE	LA CUESTA AVE	C
EL CAPITAN LN	CREEK DR	LARGO DR	C
EL CONEJO LN	LINDA VISTA DR	CALERO AVE	C
EL PRADO ST	ALAMEDA AVE	SAN PEDRO AVE	C
EL SEGUNDO ST	ALISO HILLS DR	NORTH END	C
ELENA DR	LOS GATOS DR	ALAMEDA AVE	C
ENCANTO CT	LUNA BONITA DR	SOUTH END	C
ERNESTINE CT	LINDA FLORA ST	NORTH END	C
EVA ST	LUPITA ST	YOLANDA ST	C
GORDON RD	MOULTON PKWY	IMPERIAL DR	C
LA CIENEGA ST	RIO GRANDE AVE	SIERRA BONITA DR	C
LA CIENEGA ST	LA CIENEGA ST	ALISO HILLS DR	C
LA CUESTA AVE	TERRA BELLA AVE	SAUSALITO ST	C
LA HABRA CT	SARITA DR	EAST END	C
LA MIRADA ST	ALISAL LN	LINDA VISTA DR	C
LA SERRA ST	ALISO HILLS DR	NORTH END	C
LARGO DR	WEST END	LINDA VISTA DR	C
LAS ALTURAS AVE	MANDEVILLE DR	MONTE ROYALE ST	C
LAS ALTURAS CT	LAS ALTURAS AVE	EAST END	C
LINDA FLORA ST	EAST END	EL SEGUNDO ST	C
LINDA VISTA DR	ALISAL AVE	SARITA DR	C
LINDA VISTA DR	LARGO DR	ALISAL AVE	C
LOS ALAMITOS AVE	MONTE ROYALE ST	MANDEVILLE DR	C
LOS CERROS ST	LA CIENEGA ST	SOUTH END	C
LOS GATOS DR	BUENA VISTA DR	WEST END	C
LOUISA ST	MOULTON PKWY	WEST END	C
LUNA BONITA DR	ENCANTO CT	ALISO HILLS DR	C
LUNA BONITA DR	LA SERRA ST	ENCANTO CT	C
LUPITA ST	LOUISA ST	EVA ST	C
MANDEVILLE DR	EAST END	MOULTON PKWY	C
MARIN CT	EL CAPITAN LN	SOUTH END	C
MENDOCINO AVE	ALISO HILLS DR	MENDOCINO CT	C
MENDOCINO CT	WEST END	EAST OF MENDOCINO AVE	C
MONTE ROYALE ST	ALAMEDA AVE	LOS ALAMITOS AVE	C
MORRO CT	TERRA BELLA AVE	WEST END	C
NATAMA CT	TERRA BELLA AVE	WEST END	C

STREET NAME	FROM	TO	ZONE
PATRICIA ST	LUPITA ST	EAST END	C
PONCE CT	LINDA VISTA DR	SOUTH END	C
RAMONA ST	YOLANDA ST	ALICIA PKWY	C
RIO GRANDE AVE	TALEGA AVE	LA CIENEGA ST	C
ROSA ST	LUPITA ST	NORTH END	C
SAN PEDRO AVE	ANACAPA ST	TALEGA AVE	C
SANDIA CT	TERRA BELLA AVE	NORTH END	C
SANTA ROSA AVE	MANDEVILLE DR	SUNDANCE AVE	C
SARITA DR	LA HABRA CT	ALISAL LN	C
SARITA DR	LINDA VISTA DR	LA HABRA CT	C
SAUSALITO ST	ALAMEDA AVE	EAST END	C
SIERRA BONITA DR	LA CIENEGA ST	ALISO HILLS DR	C
SOLANO CT	ALAMEDA AVE	EAST END	C
SUNBURST AVE	PASEO DE VALENCIA	LARGO DR	C
SUNDANCE AVE	SANTA ROSA AVE	LOS ALAMITOS AVE	C
TALEGA AVE	SAN PEDRO AVE	ALAMEDA AVE	C
TERRA BELLA AVE	MORRO CT	SOUTH END	C
TERRA BELLA AVE	ALISO HILLS DR	MORRO CT	C
TOCALOMA CT	ALAMEDA AVE	EAST END	C
TOLUCA CT	LINDA FLORA ST	NORTH END	C
YOLANDA ST	EVA ST	RAMONA ST	C
ZUMAYA CT	WEST END	BUENA VISTA DR	C
CABOT RD	PASEO DE VALENCIA	LA PAZ RD	D
CABOT RD	LA PAZ RD	PASEO DE VALENCIA	D
LA PAZ RD	MC INTYRE ST	CHAMPLAIN RD	D
LA PAZ RD	I-5	CABOT RD	D
LA PAZ RD	CABOT RD	MC INTYRE ST	D
LA PAZ RD	CHAMPLAIN RD	PASEO DE VALENCIA	D
BARENTS ST	WILKES PL	HILLARY LN	D
BARENTS ST	WILKES PL	EAST END	D
BARENTS ST	HILLARY LN	GRISSOM RD	D
BAUTISTA DR	PADUA DR	SOUTH END	D
BENTLEY LN	ALICIA PKWY	EAST END	D
BOONE PL	CADALLAC DR	SOUTH END	D
CADILLAC DR	BOONE PL	HILLARY LN	D
CADILLAC DR	GRISSOM RD	BOONE PL	D
CAJON DR	WELLS FARGO DR	COSTEAU DR	D
CALIFIA DR	MACKENZIE ST	LA SUEN RD	D
CHAMPLAIN RD	EARHART RD	VESPUCCI RD	D
CHAMPLAIN RD	CHAMPLAIN RD	END	D
CHAMPLAIN RD	GRISSOM RD	LAPAZ RD	D
CHAMPLAIN RD	PIKE RD	CHARLEMAGNE RD	D
CHARLEMAGNE RD	CHAMPLAIN RD	DE SALLE ST	D
COSTEAU DR	ALICIA PKWY	CAJON DR	D
DE SALLE ST	MACKENZIE ST	EARHART RD	D
DE SALLE ST	EARHART RD	GRISSOM RD	D
EARHART RD	BARENTS ST	VELASQUEZ RD	D
EARHART RD	DE SALLE DR	ERICSON WY	D
EARHART RD	DE SALLE DR	CHAMPLAIN RD	D
EARHART RD	EARHART RD	SOUTH END	D
EARHART RD	VELASQUEZ RD	LAS BOLSAS ST	D
EARHART RD	ERICSON WY	LAS BOLSAS ST	D
EL DORADO DR	STAGE COACH DR	PRESIDIO DR	D
ERICSON WY	EARHART RD	PASEO DE VALENCIA	D
ERICSON WY	COSTEAU DR	EARHART RD	D
EVERGREEN RD	OAK LEAF RD	FIR LN	D
EXPRESS DR	ELDORADO DR	WEST END	D
FIR LN	EVERGREEN RD	TREE TOP RD	D
GRISSOM CIR	HILLARY LN	WEST END	D
GRISSOM RD	MACKENZIE ST	WEST END	D
GRISSOM RD	LAS BOLSAS ST	WILKES PL	D

STREET NAME	FROM	TO	ZONE
GRISSOM RD	GRISSOM RD	NORTH END	D
GRISSOM RD	PIKE RD	LA PAZ RD	D
GRISSOM RD	BARENTS ST	EAST END	D
GRISSOM RD	ERICSON WY	PIKE RD	D
HARTOG ST	VELASQUEZ RD	LAS BOLSAS ST	D
HILLARY LN	BARENTS ST	PASEO DE VALENCIA	D
KNOTTY PINE RD	McINTYRE ST	MACKENZIE ST	D
LA SUEN RD	CALIFIA DR	PIKE RD	D
LAS BOLSAS ST	TASMAN RD	GRISSOM RD	D
MACKENZIE CT	MACKENZIE ST	SOUTH END	D
MACKENZIE ST	LA PAZ RD	KNOTTY PINE RD	D
MACKENZIE ST	PIKE RD	CALIFIA DR	D
MACKENZIE ST	KNOTTY PINE RD	LA PAZ RD	D
MACKENZIE ST	CALIFIA DR	COUTEAU DR	D
MADEIRA DR	PADUA DR	SOUTH END	D
MAWSON DR	VELASQUEZ RD	LAS BOLSAS ST	D
MAWSON DR	WILKES PL	VELASQUEZ RD	D
McINTYRE ST	LA PAZ RD	EVERGREEN RD	D
McINTYRE ST	PIKE RD	LA PAZ RD	D
MODOC DR	PADUA DR	SOUTH END	D
NORTHRUP DR	VELASQUEZ RD	LAS BOLSAS ST	D
OAK LEAF RD	SPRUCE LN	EVERGREEN RD	D
ORELLANO WY	ORELLANO WY	END	D
ORELLANO WY	PIKE RD	NORTH END	D
OVERLAND DR	CAJON DR	WEST END	D
PADUA DR	LA SUEN RD	MACKENZIE ST	D
PASEO DE ALICIA	ALICIA PKWY	EAST END	D
PIKE RD	LA SUEN RD	MACKENZIE ST	D
PIKE RD	MACKENZIE ST	GRISSOM RD	D
PINE NUT RD	TREE TOP RD	PASEO DE VALENCIA	D
PINEWOOD LN	WEST END	OAK LEAF RD	D
PRESIDO DR	EL DORADO DR	CALIFIA DR	D
RICKENBACKER RD	PIKE RD	LA PAZ RD	D
SPRUCE LN	WEST END	OAK LEAF RD	D
STAGE COACH DR	MACKENZIE ST	EL DORADO DR	D
SUTTER DR	EL DORADO DR	WEST END	D
SYCAMORE LN	McINTYRE ST	WEST END	D
TASMAN RD	ERICSON WY	VELASQUEZ RD	D
TREE TOP RD	FIR LN	EAST END	D
VALERIE ST	BENTLEY LN	COSTEAU DR	D
VELASQUEZ RD	MAWSON DR	EARHART	D
VELASQUEZ RD	GRISSOM RD	PASEO DE VALENCIA	D
VELASQUEZ RD	EARHART	NORTHRUP	D
VELASQUEZ RD	TASMAN RD	COSTEAU DR	D
VELASQUEZ RD	TASMAN RD	NORTHRUP DR	D
VESPUCCI RD	LAS BOLSAS ST	VELASQUEZ RD	D
VESPUCCI RD	CHAMPLAIN RD	DE SALLE ST	D
WELLS FARGO DR	CAJON DR	MACKENZIE ST	D
WHITE ALDER LN	McINTYRE ST	OAK LEAF RD	D
WILKES PL	GRISSOM RD	ALICIA PKWY	D
AVENIDA DE LA CARLOTA	EL TORO RD	PVMT CHNGE 650' E/ OAKBROOK VILLAGE	E
AVENIDA DE LA CARLOTA	PVMT CHNGE 650' E/ OAKBROOK VILLAGE	EL TORO RD	E
AVENIDA DE LA CARLOTA	LOS ALISOS BLVD	PVMT CHNGE 650' E/ OAKBROOK VILLAGE	E
LAGUNA HILLS DR	INDIAN HILL LN	PASEO DE VALENCIA	E
LAGUNA HILLS DR	MOULTON PKWY	EAST END OF BRIDGE	E
LAGUNA HILLS DR	EAST END OF BRIDGE	INDIAN HILL LN	E
LAGUNA HILLS DR	PASEO DE VALENCIA	INDIAN HILL LN	E
LAGUNA HILLS DR	WEST END OF BRIDGE	MOULTON PKWY	E

STREET NAME	FROM	TO	ZONE
LAGUNA HILLS DR	INDIAN HILL LN	EAST END OF BRIDGE	E
LOS ALISOS BLVD	PASEO DE VALENCIA	AVENIDA DE LA CARLOTA	E
LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	I-5 OVERPASS	E
LOS ALISOS BLVD	I-5 OVERPASS	AVENIDA DE LA CARLOTA	E
LOS ALISOS BLVD	AVENIDA DE LA CARLOTA	PASEO DE VALENCIA	E
ASHLAND DR	KENNINGTON DR	WEYBURN DR	E
AVENIDA AVALON	VIA BALBOA	SOUTH END	E
AVENIDA DE LA CARLOTA	LOS ALISOS BL S CNR	CHRISTINA CT N CNR	E
BECKENHAM ST	PASEO DE VALENCIA	ACACIA LN	E
BECKENHAM ST	ACACIA LN	WILKES PL	E
CALLE CARMEL	HENDON ST	SOUTH END	E
CAMBERWELL ST	HENDON	COUSTEU ST	E
CAMBERWELL ST	HON AVE	HENDON ST	E
CAROL LN	JULIE AVE	EAST END	E
CHRISTINA CT	EAST END	WEST END	E
CLARINGTON DR	WEYBURN DR	KENNINGTON DR	E
COSTEAU CT	COSTEAU ST	NORTH END	E
COSTEAU CT	COSTEAU ST	NORTH END	E
COSTEAU ST	ALICIA PKWY	BECKENHAM ST	E
CREEKVIEW DR	WEST END	CHRISTINA CT	E
CRESTA CT	CREEKVIEW DR	NORTH END	E
DERBY CIR	WILKES PL	WEST END	E
GEORGIA SUE DR	JORIE DR	EAST END	E
HEALTH CENTER DR	PASEO DE VALENCIA	CALLE DE LA LOUISA	E
HEALTH CENTER DR	CALLE DE LA LOUISA	PASEO DE VALENCIA	E
HENDON ST	CAMBERWELL ST	CALLE CARMEL	E
HENDON ST	COSTEAU ST	CAMBERWELL ST	E
HON AVE	ALICIA PKWY	CAMBERWELL ST	E
HON AVE	CAMBERWELL ST	ALICIA PKWY	E
HON AVE	CAMBERWELL ST	GEORGIA SUE	E
INDIAN HILL LN	MOULTON PKWY	ASH CREEK LN	E
INDIAN HILL LN	LAGUNA HILLS DR	OWL HILL LN	E
INDIAN HILL LN	OWL HILL LN	ASH CREEK LN	E
JORIE DR	WEYBURN DR	GEORGIA SUE	E
JULIE AVE	HON AVE	SARA LN	E
KATIE AVE	JULIE AVE	EAST END	E
KENNINGTON DR	PASEO DE VALENCIA	CLARINGTON DR	E
KIM CIR	GEORGIA SUE DR	SOUTH END	E
LUTON ST	CAMBERWELL ST	EAST END	E
PAIGE CIR	GEORGIA SUE DR	SOUTH END	E
RITTEN HOUSE CIR	ASHLAND DR	NORTH END	E
SALFORD ST	SOUTHPORT ST	COSTEAU ST	E
SARA LN	PAIGE CIR	EAST END	E
SAVONA	BARBERA	END	E
SOUTHAMPTON CT	CREEKVIEW DR	NORTH END	E
SOUTHPORT CT	SOUTHPORT ST	NORTH END	E
SOUTHPORT ST	WOOLWICH ST	EAST END	E
STOCKPORT ST	WILKES PL	FIRE GATE	E
STOCKPORT ST	PASEO DE VALENCIA	FIRE GATE	E
SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL EAST	E
SUNSET PL (E & W LOOP)	SUNSET PL	SUNSET PL WEST	E
SUNSET PL (E & W LOOP)	BECKENHAM ST	SUNSET PL	E
VIA BALBOA	CALLE CARMEL	END	E
VIA LOMAS	MOULTON PKWY	ALICIA PKWY	E
WEYBURN DR	ASHLAND DR	EAST END	E
WILKES PL	ALICIA PKWY	NW to FIRE GATE	E
WOODCREEK DR	SW to CREEKVIEW DR	LOS ALISOS BLVD	E
WOOLWICH CT	WOOLWICH ST	WEST END	E
WOOLWICH ST	WOOLWICH CT	WILKES PL	E
WOOLWICH ST	COSTEAU ST	WOOLWICH CT	E
YORK CIR	WILKES PL	WEST END	E

OSO PARKWAY PAVEMENT REHABILITATION PROJECT

(Inclusive of asphalt concrete repairs, resurfacing with asphalt pavement or slurry seal, ADA access ramp construction, sidewalk construction and repairs, traffic control and restriping work)

ANTICIPATED CONSTRUCTION START: FALL 2026

ANTICIPATED CONSTRUCTION COMPLETION: SPRING 2027

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
Oso Parkway	West City Limits	East City Limits	A, B

MOULTON PARKWAY PAVEMENT REHABILITATION PROJECT

(Inclusive of asphalt concrete repairs, resurfacing with asphalt pavement or slurry seal, ADA access ramp construction, sidewalk construction and repairs, traffic control and restriping work)

ANTICIPATED CONSTRUCTION START: FALL 2026

ANTICIPATED CONSTRUCTION COMPLETION: SPRING 2027

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
Moulton Parkway	SR-73	Laguna Hills Drive	A, C, D

LA PAZ ROAD PAVEMENT REHABILITATION PROJECT

(Inclusive of asphalt concrete repairs, resurfacing with asphalt pavement or slurry seal, ADA access ramp construction, sidewalk construction and repairs, traffic control and restriping work)

ANTICIPATED CONSTRUCTION START: FALL 2026

ANTICIPATED CONSTRUCTION COMPLETION: SPRING 2027

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
La Paz Road	Alameda Avenue	East City Limits	B, C, D

AVENIDA DE LA CARLOTA PAVEMENT REHABILITATION PROJECT

(Inclusive of asphalt concrete repairs, resurfacing with asphalt pavement or slurry seal, ADA access ramp construction, sidewalk construction and repairs, traffic control and restriping work)

ANTICIPATED CONSTRUCTION START: FALL 2026

ANTICIPATED CONSTRUCTION COMPLETION: SPRING 2027

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
Avenida de la Carlota	Lake Forest Drive	Los Alisos Boulevard	E, F



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Development Application Status Report

Recommendation: That the City Council receive and file the report.

Background:

The City Council has indicated that based on potential impact(s) to the community, certain projects warrant a regular status update. The purpose of this Status Report is to identify new and pending major development applications in process with the City's Community Development Department which will require a public hearing. Links to project documents are available on the City's website at:
<https://lagunahillsca.gov/PlanningProjects>.

Case Number	RZNE-0014-2026
Project Location	Citywide
Project Description	No Net Loss – review and rezone of properties to ensure the City maintains sufficient capacity to accommodate the City's remaining RHNA by income level.
Applicant	N/A
Project Planner	Jennifer Lowe, Community Development Director
Status	As of February 24, 2026, the remaining sites designated in the 6 th Cycle Housing Element no longer had sufficient capacity to accommodate the City's remaining RHNA by income level. The City Council held Study Session #1 on April 1, 2026, to discuss potential sites for rezoning. The City Council directed staff and City consultant to determine feasibility of potential sites in accordance with HCD requirements. Study Session #2 was held on April 29, 2026. The City Council gave further direction on sites to

	be considered for rezoning and authorized commencement of the requisite CEQA process.
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Case Number	USE-0264-2026 (SDP/TTM)
Project Location	23172 Plaza Pointe Drive, 23421 & 23441 South Pointe Drive
Project Description	Request to construct 100 attached single-family residential units.
Applicant	Aylene Chu, on behalf of Toll West Coast, LLC
Project Planner	David See, Contract Planner
Status	This project was formally submitted on May 14, 2026. The application is currently under review by staff.

Case Number	USE-0255-2026 (SDP/CUP)
Project Location	23293 South Pointe Drive
Project Description	Request for a conditional use permit to establish a private high school in Plaza Pointe Center.
Applicant	Daniel Ho, on behalf of Ronald Reagan Secondary School
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on February 17, 2026. On March 17, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. Staff is continuing to work with the Applicant on various aspects of the application. This item will be scheduled for public hearing when ready.

Case Number	USE-0254-2026 (SDP/CUP)
Project Location	23000 Lake Forest Drive
Project Description	Request for a site development permit and conditional use permit to demolish a vacant restaurant building and construct a new self-service car wash.

Applicant	Quick Quack Car Wash Donald Shiveley, on behalf of UB Properties Series 2, LLC
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on February 9, 2026. On March 11, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. Staff is continuing to work with the Applicant on various aspects of the application. This item will be scheduled for public hearing when ready.

Case Number	USE-0250-2025 (CUP)
Project Location	25226 Cabot Road
Project Description	Request for conditional use permit to establish a veterinary hospital within the Moulton Ranch Center.
Applicant	Shawn Zuo, on behalf of Alliance Vet
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on December 27, 2025. On January 22, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development standards. This item is scheduled for public hearing on May 26, 2026.

Case Number	USE-0239-2025 (SPA/TTM/SDP/CUP/MSP/PP/PUP/DA)
Project Location	24155 Laguna Hills Mall
Project Description	Request for major modifications to the previously approved land use entitlements granted in 2022 for the Village at Laguna Hills development.
Applicant	MGP Fund X Laguna Hills, LLC David Geiser, on behalf of Merlone Properties
Project Planner	Gena Guisar and Leila Carver, Contract Planners

Status	After the City Council directed staff on August 26, 2025, to initiate review of the development application, the application for the project was accepted by staff on September 29, 2025. The application is under review concurrently with the Village at Laguna Hills ("VALH") Ad Hoc Committee and City's Special Counsel continued engagement with the Applicant regarding the Development Agreement. Updates regarding the status of the project will be presented to the City Council by the VALH Ad Hoc Committee. This item will be scheduled for public hearing when ready.
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City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Tree Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Tree Maintenance Services Agreement with West Coast Arborists, Inc. for Citywide Tree Maintenance Services; and 2. Authorize the City Manager to sign Amendment No. 1 to the Tree Maintenance Services Agreement.

Background:

On July 13, 2021, City Council approved a Tree Maintenance Services Agreement for Citywide Tree Maintenance Services with West Coast Arborists, Inc. for a five-year term starting July 13, 2021, and ending on July 12, 2026. The Agreement allows for one (1) three-year extension on the same terms and conditions as the original Agreement. West Coast Arborists, Inc. has provided excellent service to the City over the past five years. Consequently, City staff recommends City Council approve proposed Amendment No. 1 to the current Tree Maintenance Services Agreement with West Coast Arborists, Inc. to provide continued Citywide tree maintenance services.

In making this recommendation, City staff also evaluated whether soliciting competitive bids would be more advantageous. Historically, during periods of elevated inflation for goods and services, extending existing service agreements based on consumer price index adjustments has proven more cost-effective than rebidding services. The existing Tree Maintenance Services Agreement allows the City to unilaterally exercise an extension at rates tied to the current consumer price index. Accordingly, the requested 3.7% increase by West Coast Arborists, Inc. as part of Amendment No. 1 is anticipated to result in more favorable pricing than pursuing a new competitive bid process.

Fiscal Impact:

The approval of Amendment No. 1 to the existing Tree Maintenance Services Agreement does not result in a new fiscal impact. The existing FY 2025-2027 biennial budget includes tree maintenance.

Attachments:

1. Proposed Amendment No. 1 to Tree Maintenance Services Agreement
2. Existing Tree Maintenance Services Agreement with West Coast Arborists, Inc.

AMENDMENT NO. 1
TO CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT
West Coast Arborists, Inc.

THIS FIRST AMENDMENT to the West Coast Arborists, Inc., Citywide Tree Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective this 26th day of May 2026, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and WEST COAST ARBORISTS, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain Citywide Tree Maintenance Services Agreement to provide, furnish, and perform citywide tree maintenance services for the City's urban forest, as well as to provide and perform other similar tree maintenance services, to City, on a routine, regularly scheduled emergency and as as-needed, on-call basis which was made and entered into on July 13, 2021 (the "Agreement"). Sections 1.8 (Additional Services), 2.4 (Changes in Scope), 3.3 (Term), and 10.2 (Entire Agreement) of the Agreement provide that the Agreement may be amended to provide for additional services, the term extended, and to include additional fees for services requested in writing at any time by mutual consent of the Parties. More specifically, Section 3.3 of the Agreement provides that at the conclusion of the initial five (5) year term ("Initial Term"), at its sole option and discretion, the City may renew and extend the term of this Agreement for no more than one (1) additional period of three (3) years ("Renewal Option").

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on July 12, 2026 by operation of its own terms. Contractor has now requested that the term of the Agreement be extended for three (3) additional years, pursuant to Section 3.3 of the Agreement ("Renewal Option").

C. Toward this end, the Parties now mutually desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for three (3) additional years in order to provide for continued uninterrupted tree maintenance services under the same terms and conditions as established and set forth in the Agreement, except that the hourly rates, charges and unit pricing shall be updated in accordance with the Contractor's Extension Letter dated March 30, 2026, attached hereto as Exhibit A and incorporated herein by reference and shall supersede and replace all previously applicable rates, charges, and unit pricing in their entirety, and such hourly rates, charges and unit pricing shall remain fixed until the first anniversary of the effective date of this Amendment No. 1. Commencing on the first anniversary of the effective date of this Amendment No 1, and on each anniversary thereafter during the Extension Term, the then current rates, charges and unit pricing may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles, Long Beach-Anaheim, CA, for the preceding one year as published for the month of April of any given year by

the U.S. Bureau of Labor Statistics. In no event shall any adjustment exceed five percent (5%) per year regardless of CPI-U. The parties further agree to increase the Yearly Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$100,000 from \$450,000 to \$550,000.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.3, entitled "Term," of the Agreement. Section 3.3 of the Agreement is hereby amended as follows:

The Parties understand and mutually agree that the term of the Agreement is hereby extended for one (1) additional three (3) year term, commencing on July 13, 2026, and ending on July 12, 2029 ("Renewal Option"), under the same terms and conditions as set forth in the Agreement, except that the hourly rates, charges and unit pricing shall be as set forth in Exhibit A, Contractor's Extension Letter dated March 30, 2026, attached hereto and incorporated herein by reference, which shall supersede and replace all previously applicable rates, charges, and unit pricing in their entirety. Such rates, charges and unit pricing shall remain fixed until the first anniversary of the effective date of this Amendment No. 1. Commencing on the first anniversary of the effective date of this Amendment No. 1, and on each anniversary thereafter during the Extension Term, the then current rates, charges and unit pricing may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles, Long Beach-Anaheim, CA, for the preceding one year as published for the month of April of any given year by the U.S. Bureau of Labor Statistics. In no event shall any adjustment exceed five percent (5%) per year regardless of CPI-U.

2. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the fees, charges, and unit prices set forth in Contractor's Extension Letter dated March 30, 2026 (Exhibit "A"), but not exceeding the total yearly maximum contract amount of Five Hundred Fifty Thousand Dollars (\$550,000) (hereinafter referred to as the "Yearly Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. The Yearly Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Yearly Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section."

3. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment No. 1 shall in all respects govern and control.
4. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment No. 1 as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
5. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

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IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
DON CASKEY,
Mayor

ATTEST:

By: _____
KAREN HAMMAN,
Interim City Clerk

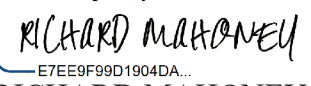
APPROVED AS TO FORM:

By:  _____
VANESSA LASSOY,
Assistant City Attorney

"CONTRACTOR"

WEST COAST ARBORISTS, INC., a California corporation

Signed by:
By:  _____
324C79FBEE1F4FC...
Name: PATRICK MAHONEY
Its: President

DocuSigned by:
By:  _____
E7EE9F99D1904DA...
Name: RICHARD MAHONEY
Its: Secretary

ATTACHMENTS:

Exhibit A: Contractor Extension letter dated March 30, 2026



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

March 30, 2026

CITY OF LAGUNA HILLS

ATTN: JOE AMES, P.E., T.E.

24035 EL TORO ROAD

LAGUNA HILLS, CA 92653

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Mr. Ames, p.e., t.e.,

As we approach the end of the current contract year, West Coast Arborists, Inc. would like to extend our gratitude to you and your team for your continued partnership. Throughout our partnership, we have worked together to safeguard the health and integrity of your community's urban forest. We look forward to continuing our contributions toward your urban forest goals.

We are writing to express our interest in extending our current agreement for an additional year. As we look ahead, we would like to request a slight cost adjustment.

This adjustment is driven by changes in the Consumer Price Index (CPI) for the region, as well as increases in labor costs, both of which have had an impact on our operational expenses. We respectfully request a cost adjustment based on the CPI for the area, as published by the Department of Labor's Bureau of Labor Statistics.

Effective Date: July 01, 2026

CPI Adjustment Requested: 3.70%

Region Area: Los Angeles-Long Beach-Anaheim

We understand the importance of maintaining fiscal responsibility and have ensured that the requested adjustment is fair and reasonable, given the current market conditions. We look forward to another successful year ahead. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714**.

Sincerely,

A handwritten signature in blue ink that reads "Victor M. Gonzalez". The signature is fluid and cursive.

Victor M. Gonzalez

Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton · Anaheim, California 92806 · 714.991.1900 · 800.521.3714 · Fax 714.956.3745



Schedule of Compensation for Year 2026 - 2027

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Routine Full Prune 0-6 DBH	Each	\$44.50
2	Routine Full Prune 7-18 DBH	Each	\$66.70
3	Routine Full Prune 19-30 DBH	Each	\$100.05
4	Routine Full Prune 31-36 DBH	Each	\$166.75
5	Routine Full Prune >36 DBH	Each	\$333.45
6	Routine Clearance Prune 0-6 DSH	Each	\$33.25
7	Routine Clearance Prune 7-18 DSH	Each	\$38.95
8	Routine Clearance Prune 19-36 DSH	Each	\$44.50
9	Routine Clearance Prune >36 DSH	Each	\$55.60
10	Routine Palm Prune - other spp	Each	\$66.70
11	Routine Date Palm Prune	Each	\$144.55
12	Routine Date Palm Shape	Linear Foot	\$100.05
13	Routine Fan Palm Skin	Linear Foot	\$16.65
14	Routine Palm Trunk Clean	Linear Foot	\$16.65
15	Routine Palm Fruit Removal	Each	\$66.70
16	Routine Tree & Stump Removal	Inch	\$40.05
17	Routine Tree Only Removal	Inch	\$28.95
18	Routine Stump Grind	Inch	\$17.80
19	Routine Plant 15 Gallon Tree	Each	\$183.35
20	Routine Plant 24" Box Tree	Each	\$383.60
21	Extraordinary Full Prune 0-6 DBH	Each	\$88.95
22	Extraordinary Full Prune 7-18 DBH	Each	\$277.95
23	Extraordinary Full Prune 19-30 DBH	Each	\$472.55
24	Extraordinary Full Prune 31-36 DBH	Each	\$667.15
25	Extraordinary Full Prune >36 DBH	Each	\$917.35
26	Contaminated Matl Disposal - ton	Each	\$111.20
27	Risk Assessment Report	Man Hour	\$178.00
28	Canopy Spray - ground	Inch	\$6.65
29	PGR Trunk Banding	Inch	\$6.65
30	PHC Specialist	Man Hour	\$166.80
31	PHC Technician	Man Hour	\$111.20
32	Senior Tree Trimmer	Man Hour	\$111.20
33	Supervisor	Man Hour	\$111.20
34	Tree Trimmer	Man Hour	\$111.20



Schedule of Compensation for Year 2026 - 2027

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Grounds Person	Man Hour	\$111.20
36	Operating Engineer	Man Hour	\$166.75
37	Aerial Lift - 43-55'	Hour	\$27.90
38	Aerial Lift - 60-70'	Hour	\$55.60
39	Aerial Lift - 75'	Each	\$83.35
40	Aerial Lift - 80-90'	Hour	\$111.20
41	Box/Chip Truck	Hour	\$27.90
42	Brush Chipper	Hour	\$27.90
43	Utility Vehicle	Hour	\$27.90
44	Stump Grinder	Hour	\$27.90
45	Root Pruner	Hour	\$27.90
46	Stake Bed Truck	Hour	\$27.90
47	Dump Truck	Hour	\$27.90
48	Roll Off Truck	Hour	\$111.20
49	Loader	Hour	\$55.60
50	Crane	Hour	\$222.40
51	Arrowboard	Hour	\$55.60
52	Daily Crew - 3 mn w/eqpt	Day	\$3,002.20
53	Crew Rental	Man Hour	\$111.20
54	ER Response - bus hrs, 2 hr min	Hour	\$500.35
55	ER Response - after hrs, 4 hr min	Hour	\$500.35

The proposed rates reflect a 3.7% cost adjustment based on the Consumer Price Index for the LA-Anaheim-Long Beach region over the previous twelve months. Upon approval, the rates will be effective 7/13/2026.

TREE MAINTENANCE SERVICES AGREEMENT
West Coast Arborists, Inc.
(Citywide Tree Maintenance Services)

THIS AGREEMENT FOR CITYWIDE TREE MAINTENANCE SERVICES (hereinafter "Agreement") is made and entered into, to be effective this 13th day of July 2021, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and WEST COAST ARBORISTS, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified professional tree maintenance services company capable of performing routine, regularly scheduled, and specialized citywide tree maintenance services for the City's urban forest in order to maintain the tree assets owned by the City in a manner acceptable to the City (the "Project").

B. In response to City's Notice Inviting Bids (Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services), dated May 24, 2021, Contractor has submitted to City a proposal, dated June 23, 2021 to provide tree maintenance services for the City's urban forest, as well as to provide and perform other similar tree maintenance services on as as-needed, on-call basis, for the Project pursuant to the terms of this Agreement.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, labor and equipment, and expertise to provide the requested tree maintenance services and has agreed to provide such maintenance services to City for the Project as provided herein. The City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein. The City does not possess the knowledge, expertise, or skill to control and direct the work necessary for the Project and requires the use of an independent contractor to do so.

D. City desires to retain Contractor to provide such tree maintenance services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide tree maintenance services for the City's urban forest, as well as to provide and perform other similar tree maintenance services, to City for the Project on a routine, regularly scheduled,

emergency, and as-needed on-call basis as set forth in Contractor's Proposal/Scope of Work, dated June 23, 2021, and as set forth in City's Notice Inviting Bids and Specification for Citywide Tree Maintenance Services, dated May 24, 2021, which are each attached hereto as Exhibit "A" and Exhibit "B" respectively and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, personnel, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services, dated May 24, 2021; and, (3) the Contractor's signed, original Proposal/Scope of Work, dated June 23, 2021, including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Hourly Rates and Unit Prices, ("Contractor's Proposal") submitted to City in response to City's Notice Inviting Bids for the Project, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services dated May 24, 2021, which are both attached hereto as Exhibit "A" and Exhibit "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Notice Inviting Bids, including the City's Project Specifications, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which

adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

1.9.1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

1.9.2. Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

1.9.3. Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

1.9.4. Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

1.9.5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

1.9.6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

1.9.7. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (*See, e.g., Cal. Labor Code §1815.*)

1.9.8. Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

1.9.9. Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any

subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Laguna Hills Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law.

Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any Work and/or Services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Hourly Rates/Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total annual maximum contract amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto.

The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work shall remain fixed and unchanged for the first two (2) years of the term of this Agreement (i.e., from July 1, 2021 through June 30, 2023). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 13, 2021 and ending on July 12, 2026 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project Task Order by the City. Furthermore, Contractor hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a Task Order will be issued to Contractor. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City without City first having issued a project Task Order.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: Patrick Mahoney, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to

personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due

its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 **Compliance with Insurance Requirements.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's

existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, five million dollars (\$5,000,000.00) in the general aggregate, and two million dollars (\$2,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least two million dollars (\$2,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

5.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

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

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of

recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or

other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the sole negligence, active negligence, or willful misconduct of the City.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine,

copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or the City Manager's designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing

herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Annual Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default

or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600

To Contractor : West Coast Arborists, Inc.
Attention: Patrick Mahoney, President
2200 East Via Burton
Anaheim, California 92806
Telephone: (714) 991-1900
Facsimile: (714) 956-3745

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and

understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

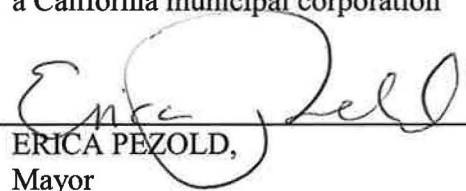
10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
a California municipal corporation


ERICA PEZOLD,
Mayor

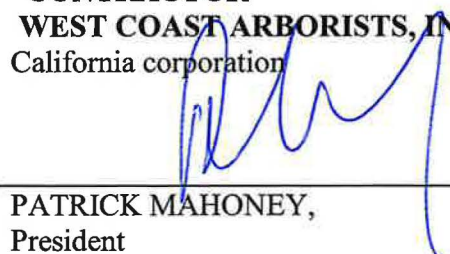
ATTEST:


MELISSA AU-YEUNG,
Deputy City Manager/City Clerk

APPROVED AS TO FORM:


GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"
WEST COAST ARBORISTS, INC., a
California corporation


PATRICK MAHONEY,
President

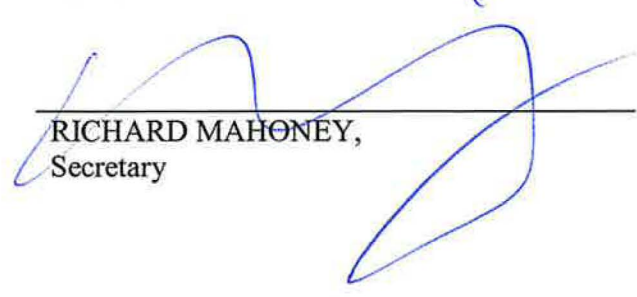

RICHARD MAHONEY,
Secretary

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 23, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

June 23, 2021

City of Laguna Hills
Attn: City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

RE: IFB: Citywide Tree Maintenance Services
Due: Thursday, June 24, 2021 at 11:00AM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Laguna Hills. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a minimum of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 48-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31(Traffic Control). We currently employ over 80 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Kris Burbidge, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-0567 or kburbidge@wcainc.com.

Sincerely,

Patrick Mahoney
President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Citywide Tree Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Tree Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Tree Maintenance Services Agreement for a period commencing on July 14, 2021.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: West Coast Arborists, Inc. DATE June 22, 2021

CONTRACTOR'S ADDRESS:

2200 East Via Burton
Anaheim, CA 92806

BY Patrick Mahoney

TITLE President

(Signature)

PHONE (714) 991-1900

BY Richard Mahoney

TITLE Secretary

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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/

Continued next page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 06/23/21 before me, Amelia Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: WCA, Inc.

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name West Coast Arborists, Inc.

Business Address 2200 East Via Burton, Anaheim, CA 92806

FAX No. (714) 956-3745 Telephone (714) 991-1900

E-Mail address: vgonzalez@wcainc.com

State Contractor's License No. and Class 366764 C27,C31,C61/D49

Original Date Issued 12/13/1978 Expiration Date 12/31/2022

Years this Company has been in the Maintenance Business 49 Years

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Patrick Mahoney, President; 191 E. Cobblestone Lane, Anaheim, CA 92807; 714-991-1900

Richard Mahoney, Secretary; 565 Peralta Hills Drive, Anaheim, CA 92807; 714-991-1900

Rose Epperson, Treasurer; 32622-B Success Valley Road, Porterville, CA 93257; 714-991-1900

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

BY Patrick Mahoney
(Print Name)

(Signature)

TITLE President

DATE June 22, 2021

Continued next page

BIDDER'S NAME: West Coast Arborists, Inc.

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

1. Agency: City of Tustin
Address: 300 Centennial Way, Tustin, CA 92780
Telephone: 714-573-3355
Primary Contact Person/Title: Jason Churchill
Years of service with this Agency: 15 Type of Work: Tree Maintenance Services
Term of Agreement: Current Expiration Date: Current
2. Agency: City of Fullerton
Address: 116 S. Basque Avenue, Fullerton, CA 92633
Telephone: 714-738-5345
Primary Contact Person/Title: Phil Kisor
Years of service with this Agency: 23 Type of Work: Tree Maintenance Services
Term of Agreement: Current Expiration Date: Current
3. Agency: City of Huntington Beach
Address: P.O. Box 190, Huntington Beach, CA 92648
Telephone: 714-536-5480
Primary Contact Person/Title: Greg Peters
Years of service with this Agency: 13 Type of Work: Urban Forestry Management
Term of Agreement: Current Expiration Date: Current

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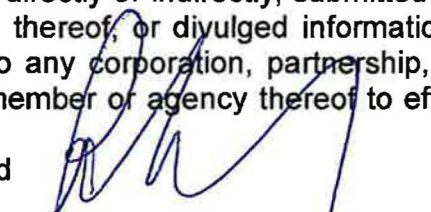
BIDDER'S NAME: West Coast Arborists, Inc.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

Patrick Mahoney, being first duly sworn, deposes and says that ~~he~~ or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, 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 Contractor 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 agency thereof to effectuate a collusive or sham bid.

Signed



Patrick Mahoney
Name (print)

President
Title

06/22/2021
Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 06/23/21 before me, Amelia Menzel, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Patrick Mahoney
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: WCA, Inc.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

BIDDER'S NAME West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES

BID PROPSAL (1 of 3)

ROUTINE TREE MAINTENANCE

Routine Tree Maintenance quantities are estimates, subject to change and subject to issuance of a Task Order.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	200	\$40.00	\$8,000.00
2	From 7" to 18" DBH	EA	600	\$60.00	\$36,000.00
3	From 19" to 30" DBH	EA	300	\$90.00	\$27,000.00
4	From 31" to 36" DBH	EA	40	\$150.00	\$6,000.00
5	Over 36" DBH	EA	10	\$300.00	\$3,000.00
THE FOLLOWING WORK IS FOR CROWN RAISE/CLEARANCE PRUNE					
6	Up to 6" Diameter DBH	EA	50	\$30.00	\$1,500.00
7	From 7" to 18" DBH	EA	200	\$35.00	\$7,000.00
8	From 19" to 30" DBH	EA	110	\$40.00	\$4,400.00
9	From 31" to 36" DBH	EA	50	\$40.00	\$2,000.00
10	Over 36" DBH	EA	15	\$50.00	\$750.00
THE FOLLOWING WORK IS FOR PALM TREE SERVICES					
11	Prune Date Palm (Phoenix spp.)	EA	50	\$130.00	\$6,500.00
12	Ornamental Ball Shaping for Date Palm (Phoenix spp.)	LF	20	\$90.00	\$1,800.00
13	Prune Fan Palm (Washingtonia spp.)	EA	35	\$60.00	\$2,100.00
14	Skin Fan Palm (Washingtonia spp.)	LF	100	\$15.00	\$1,500.00
15	Prune all other Palm Species	EA	45	\$60.00	\$2,700.00
16	Clean trunk of all Palm Species	LF	40	\$15.00	\$600.00
17	Fruit Removal Only	EA	100	\$60.00	\$6,000.00

Continued Next Page

BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

ROUTINE TREE MAINTENANCE, CONTINUED

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR TREE REMOVAL					
18	Tree & Stump Removal per diameter inch	INCH	1200	\$36.00	\$43,200.00
19	Tree Only Removal per diameter inch	INCH	2200	\$26.00	\$57,200.00
20	Stump Grinding	INCH	280	\$16.00	\$4,480.00
21	Special Handling and Disposal fee for contaminated trees	TON	7	\$100.00	\$700.00
THE FOLLOWING WORK IS FOR ALL-INCLUSIVE TREE PLANTING AND WATERING					
22	15-gallon tree	EA	125	\$165.00	\$20,625.00
23	24" box tree	EA	10	\$345.00	\$3,450.00

Total Routine Tree Maintenance Services in Figures

\$ 246,505.00

Total Routine Tree Maintenance Services in Words:

Two Hundred Forty Six Thousand, Five Hundred and Five DOLLARS and 00 CENTS

The comparison of lowest price bid shall be on the basis of the Total Routine Maintenance Services price bid.

Continue to next section

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BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL (2 of 3)

Extraordinary Tree maintenance Unit Prices

Extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to a Task Order issued by the City. The below unit prices shall be all-inclusive of labor, equipment and materials and no additional compensation will be allowed therefore.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	10	\$80.00	\$800.00
2	From 7" to 18" DBH	EA	60	\$250.00	\$15,000.00
3	From 19" to 30" DBH	EA	100	\$425.00	\$42,500.00
4	From 31" to 36" DBH	EA	10	\$600.00	\$6,000.00
5	Over 36" DBH	EA	5	\$825.00	\$4,125.00

The Following Fully Burdened Rates Shall Be Provided.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
1	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	HOURLY	\$300.00
2	4 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	\$400.00
3	5 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	\$500.00
4	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	PER DAY	\$2,700.00
5	Emergency Response during normal work day Paid at a 2-hour minimum	HOURLY	\$450.00
6	Emergency Response during after-hours/weekends Paid at a 4-hour minimum	HOURLY	\$450.00
7	Risk Assessment Report by Arborist Level 1, 2 or 3	HOURLY	\$160.00
8	Tree Canopy Spraying from ground level	INCH	\$6.00
9	Insecticide or Fungicide & PGR Trunk Banding	INCH	\$6.00

Continue next page

BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
10	Senior Tree Trimmer	HOURLY	\$100.00
11	Tree Trimmer	HOURLY	\$100.00
12	Grounds Person	HOURLY	\$100.00
13	Supervisor	HOURLY	\$100.00
14	Operating Engineer	HOURLY	\$150.00
15	Plant Health Care Specialist	HOURLY	\$150.00
16	Plant Health Care Technician	HOURLY	\$100.00
17	Pick-up Truck	HOURLY	\$0
18	43' Rear Mount Aerial Lift	HOURLY	\$25.00
19	52' Rear Mount Aerial Lift	HOURLY	\$25.00
20	55' Rear Mount Aerial Lift	HOURLY	\$25.00
21	60' Rear Mount Aerial Lift	HOURLY	\$50.00
22	65' Rear Mount Aerial Lift	HOURLY	\$50.00
23	70' Rear Mount Aerial Lift	HOURLY	\$50.00
24	75' Rear Mount Aerial Lift	HOURLY	\$75.00
25	80' Rear Mount Aerial Lift	HOURLY	\$100.00
26	90' Rear Mount Aerial Lift	HOURLY	\$100.00

Continue to next section

BIDDER'S NAME: West Coast Arborists, Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
27	Box/Chip Truck	HOURLY	\$25.00
28	Small Brush Chipper	HOURLY	\$25.00
29	Medium Brush Chipper	HOURLY	\$25.00
30	Large Brush Chipper	HOURLY	\$25.00
31	Utility Vehicle	HOURLY	\$25.00
32	Small Stump Grinder	HOURLY	\$25.00
33	Medium Stump Grinder	HOURLY	\$25.00
34	Large Stump Grinder	HOURLY	\$25.00
35	Root Pruner	HOURLY	\$25.00
36	Stake Bed Truck	HOURLY	\$25.00
37	Dump Truck	HOURLY	\$25.00
38	40 Yard Roll-Off Truck	HOURLY	\$100.00
39	40 Yard Roll-Off Truck with Drop Axle	HOURLY	\$100.00
40	40 Yard Roll-Off	HOURLY	\$100.00
41	Loader	HOURLY	\$50.00
42	Crane	HOURLY	\$200.00
43	Arrow Board	HOURLY	\$50.00
44	Utility Trailer	HOURLY	\$0

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.

Continue to next page.

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 22nd day of June, 2021.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

BIDDER/CONTRACTOR NAME: West Coast Arborists, Inc.

By

Patrick Mahoney

Print

Signature

President

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT



CITY OF LAGUNA HILLS
CITYWIDE TREE MAINTENANCE SERVICES

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Tree
Pruning



Tree
Removal



Tree
Planting



GPS Tree
Inventory



Emergency
Response



Plant
Health Care



ISA
Certified



1

INTRODUCTION OF FIRM

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 330 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona,

COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
Indio, CA
Phoenix, AZ
Pinole, CA
Riverside, CA
Sacramento, CA
San Diego, CA
San Francisco CA
San Jose, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Kris Burbidge

2200 E. Via Burton St.

Anaheim, CA 92806

Phone (714) 991-1900

Email: kburbidge@wcainc.com

EMERGENCY RESPONSE 24/7
866-LIMB-DOWN

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

*Tree care professionals serving
communities who care about trees.*

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



**90+ ISA Certified
Arborists**



**45+ Years Experience
(Similar Size & Scope)**



**1,000+ Qualified
Employees**



**Less than 2% turnover
ratio for service staff**



**Local Office
Anaheim**



**1,500+ Pieces of
Equipment (Owned)**

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest. WCA's financial condition can be seen by our financial statements enclosed.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, A, B, C21
- Over \$8,500,000 line of credit available
- Bonded by ARCH, an A+ rated company
- Over 1,000 employees
- Over 330 contracts with public agencies
- Over 90 Certified Arborists
- Over 150 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$120 million annually
- Fleet of 1,500+ pieces of equipment



Active Memberships:

Tree Care Industry Association (TCIA)
 International Society of Arboriculture (ISA)
 League of California Cities (LCC)
 California Parks & Recreation Society (CPRS)
 Association of California Cities- Orange County (ACCOC)
 Maintenance Superintendents Association (MSA)
 California Landscape Contractors Association (CLCA)
 Street Tree Seminar (STS)
 California Urban Forest Council (CaUFC)
 American Public Works Association (APWA)

State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name: WEST COAST ARBORISTS, INC.
 Corporation
 Active
 1000000956
 07/01/19
 06/30/22
 2200 E VIA BURTON ANAHEIM 92806 CA United States of America
 2200 E VIA BURTON ANAHEIM 92806 CA United States of America
 vgonzalez@wcainc.com
 License Number (s)
 CSLB 360764

dca **CONTRACTORS STATE LICENSE BOARD**
 ACTIVE LICENSE

License Number: **366764** Entity: **CORP**
 Business Name: **WEST COAST ARBORISTS INC**

Classification: **C61/D49 C27 A C21 B C31**

Expiration Date: **12/31/2022** www.cslb.ca.gov

dpr **CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**
 1001 I STREET
 SACRAMENTO, CALIFORNIA 95814

INSQ ID: 1000000956
 EXPIRES: December 31, 2021

Pest Control Business - Main
LICENSE
 LICENSE NO. 39575

Minor Address: WEST COAST ARBORISTS INC
 2200 E VIA BURTON ST
 ANAHEIM, CA 92806

Business Address: WEST COAST ARBORISTS INC
 2200 E VIA BURTON ST
 ANAHEIM, CA 92806



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STAFF QUALIFICATIONS



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

PROJECT TEAM

Experience & Resumes



KRIS BURBIDGE

Area Manager

ISA Certified Arborist #WE 9566 AUM
ISA Tree Risk Assessment Qualification
QAL #141223 B
TCIA Certified Treecare Safety Professional #2968
ATSSA Traffic Control Supervisor #528245

Kris has been with WCA for over 15 years. He started working in the customer service department and transitioned to Area Manager 7 years. As an Area Manager he is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is in charge of field operations, customer service, and management of crews throughout Southern Orange County. Kris is actively involved in the tree care industry and receives a minimum of 15 hours credit annually in arboriculture continued learning education credits.



SAMUEL JIMENEZ

Area Supervisor

ISA Certified Arborist/
Tree Worker Climber #WE 11109AT
TCIA CTSP # 3546
ISA Tree Risk Assessment Qualified

Sam joined WCA in 2009 as a groundman and worked his way to Foreman and eventually Supervisor. As Site Supervisor, Sam is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.



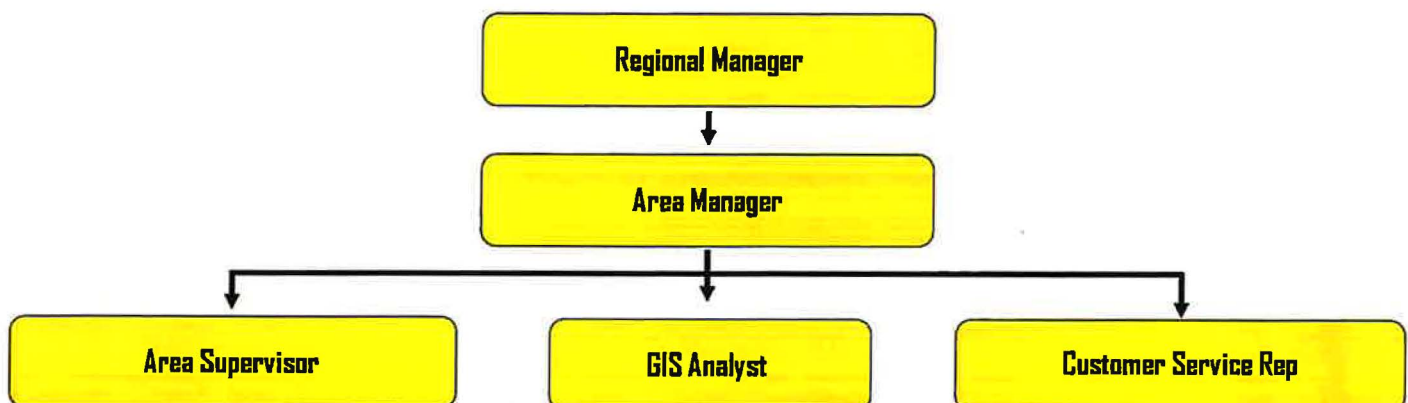
ANDREW PINEDA

GIS Analyst

ISA Certified Arborist #WE-12738A

Mr. Pineda has been with WCA since 2018. As WCA's GIS Analyst, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data. He has also participated in the conversion of tree inventories and the newest version of ESRI ArcGIS.

Organizational Structure



SUPPORT STAFF

Meet the Team



LISA GRANILLO

Customer Service Rep. (CSR)

As the CSR (Customer Service Representative), Ms. Granillo is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Granillo is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



DANE JENSEN

Safety & Training Manager

ISA Certified Arborist #WE 12014A
TCIA Certified Treecare Safety Professional #3303
ISA Tree Risk Assessment Qualified

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between. Dane has over 10 years of experience working in the arboriculture and is a veteran of the United States Marine Corps.



TIM CROTHERS

Plant Health Care Manager

ISA Board Certified Master Arborist #WE-76558UM
CA Dept. Pesticide Regulation QAL #145321 B, D
ISA Tree Risk Assessment Qualified & TLC Wildlife Aware

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our *in-house* Qualified Applicators (QAL) and Pest Control Advisors (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program. Inspection, diagnosis and treatments are available as-needed.

EXECUTIVE STAFF

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Andrew Trotter
V.P.—Operations



Chris Crippen
V.P.—I.T



Victor Gonzalez
V.P.—Business Development



Debbie DePasquale
Vice President



Michael Palat
Vice President



Nick Alago
Vice President



Ernesto Macias
Vice President



Jason Pinegar
Vice President

1,000+

Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

93

Arborists

5

Board Certified Master Arborists

150

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA



1

Certified Urban Forester

112

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

50

TCIA Certified Tree Care Safety Professionals

11

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

11

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisors

14

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



95

WCA has 95 staff members certified through the Wildlife Aware and Wildlife Training Institute.



ISA Board Certified Master Arborists

Michael Palat #WE-6541 BUM
Kelley Gilleran #WE-7061 B
Tim Crothers #WE-7655 BUM
Cris Falco #WE-7490 B
Eugene Bordson #WE-10777 BT

Registered Consulting Arborists

Cris Falco, RCA #557
Kelley Gilleran, #688
Timothy Crothers, RCA #721

ascan | RCA

Registered Consulting Arborist®

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training - New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.

WCA EMPLOYEE SAFETY IMPROVEMENT ACTION	
Issued To: _____	
Issued By: _____	
DEVIATIONS FROM COMPANY POLICY (if/when where appropriate)	
Personal Protective Equipment	Work Practices
☐ Hard Hat	☐ Inadequate
☐ Hearing Protection	☐ Improper
☐ Eye/Face Protection	☐ Inadequate
☐ Leg Protection	☐ Improper
☐ Work Clothing	☐ Improper
☐ Footwear	☐ Improper
☐ Climbing Saddle	☐ Improper
☐ Ropes	☐ Worked On
☐ Lanyard/Snaps/Etc.	☐ Unapproved
☐ Other: _____	☐ Other: _____
☐ Other: _____	☐ Other: _____
Equipment:	Explanation:
☐ Truck - Driving	
☐ Seatbelt Not Fastened	
☐ Equipment Mismatch - explain below	
☐ Key Left In Ignition	
☐ Wheels Not Chocked	
☐ Mismatch of Hand Tools	
☐ Mismatch of Power Tools	
☐ Improper Tools Used Near Electrical Conductors	
☐ Other: _____	
☐ Other: _____	
Has the employee previously been trained in this aspect of company policy?	
If Yes, how were they trained? (verbal/video/OJT, etc.)	
Corrective Action for Employee: _____	
Date of Compliance: _____	Acknowledged By: _____
Company Disciplinary Action Taken: _____	
Comments: _____	
(Describe potential penalty for repeat violations per company policy)	
Distribution: _____ Employee _____ Manager _____ Foreman _____	
*THIS SHEET IS A GUIDE TO BE EVALUATE THAT PEOPLE HAVE BEEN ADVISED	

WCA SAFETY RULES AND SAFE WORK PRACTICES	
GENERAL SAFETY RULES	
It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:	
- Report all injuries to management immediately, no matter how minor. - Learn the hazards of your job by discussing them in detail with your Supervisor. - When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance. - Report all new hazards to the attention of your Foreman or Supervisor. - Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies. - Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman. - Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task. - Avoid the use of equipment and machinery that are defective. - Become familiar with the performance limitations of your tools and/or machines. - A clean and orderly workplace is a safe place. - Provide suggestions concerning safety to your Supervisor or Manager. - Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles. - Know the location of fire and safety exits.	
PERSONAL SAFETY	
- Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others. - Be prepared to perform your job. Do not come to work fatigued or hung over. - Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol. - Do not speed while driving. Always walk, do not run in work areas. - Horseplay, practical jokes or sports activities are forbidden at all times. - Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt. - Observe all warning, caution, and danger signs as well as safety and health notices. - No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas. - Smoking is restricted to designated areas only. - Learn the location of first aid kits and fire suppression equipment in your work area.	
EQUIPMENT AND MACHINERY SAFETY	
- Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFF. - Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged. - Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it. - Unauthorized use of equipment is prohibited. - Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job. - Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor. - Do not put your hands or any part of your body into moving equipment at any time. - No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS! - Employees will not stand or jump over machinery or conveyor belts. - Nothing is to be placed within three (3) feet of the electrical panels and transformers. - Equipment shall only be used for its specified purpose. - Use a ladder when required. Do not climb machinery. - Electrical power extension cords must be grounded and in good condition.	

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

3

REFERENCES/ EXPERIENCE

CITY OF LAGUNA NIGUEL

SINCE 2004



Annual Budget: \$ 250,000

Contact: Jerry Sollom, Park Maint. & Contract Sup.

Address: 30111 Crown Valley Pkwy., Laguna Niguel, CA 92677

Phone: (949) 362-4349

WCA provides complete tree maintenance services for the City. We maintain the City's 6,000 trees by providing various services including but not limited to removals, planting and emergency urban forestry services.

CITY OF FULLERTON

SINCE 1998



Annual Budget: \$ 2,500,000

Contact: Phil Kisor, Landscape Maint. Supt.

Address: 116 S. Basque Ave., Fullerton, CA 92633

Phone: (714) 738-5345

Email: philk@cityoffullerton.com

As part of the tree care service, WCA updates the City's own tree inventory. As part of this program, we collect and provide to the City an automated record of the work completed and submit it to the City for updates. Together we are able to prune trees more efficiently, while the City is able to maintain accurate work records and monitor predictable tree trimming schedules and guarantee the residents and businesses top quality tree care.

CITY OF HUNTINGTON BEACH

SINCE 1995



Annual Budget: \$ 1,000,000

Contact: Denny Bacon, Maint & Operations Mgr.

Address: 17371 Gothard St., Huntington Beach, CA 92647

Phone: (714) 960-8861

Email: denny.bacon@surfcity-hb.org

We provide complete urban forestry management for more than 60,000 trees, including tree pruning, removals, planting, and emergency services. In an effort to maintain a sustainable urban forest, we also provide inventory updates to the City's own inventory database. We have performed successfully in the City for four years.

CITY OF ANAHEIM

SINCE 2007



Annual Budget: \$ 1,500,000

Contact: Dan Debassio, PW Superintendent

Address: 1426 East Vermont, Anaheim, CA 92805

Phone: (714) 765-4461

Email: ddebassio@anaheim.net

The City of Anaheim maintains their large tree population of 102,014 by utilizing the Call Management feature on ArborAccess, our inventory and management system. Since they began utilizing this feature there has been 12,329 call records were input alone.

CITY OF TUSTIN

SINCE 1993



Annual Budget: \$ 920,000

Contact: Jason Churchill, Field Services Mgr.

Address: 300 Centennial Way, Tustin, CA 92780

Phone: (714) 573-3023

Email: jchurchill@tustinca.org

WCA has operated in the City of Tustin since 1993. The city and WCA has formed a successful corporate partnership. We provide complete urban forestry management for more than 15,000 City-owned trees, including tree pruning, removals, planting, and emergency services.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.
These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Alameda	Since 2010	\$ 1,043,000.00
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 2,236,000.00
City of Chino Hills	Since 2000	\$ 1,036,000.00
City of Corona	Since 2010	\$ 1,000,000.00
City of Fontana	Since 1994	\$ 1,050,000.00
City of Fullerton	Since 1998	\$ 1,300,000.00
City of Glendale/Glendale Water & Power	Since 2015	\$ 2,500,000.00
City of Huntington Beach	Since 2008	\$ 1,300,000.00
City of Long Beach	Since 2016	\$ 2,900,000.00
City of Lodi/Lodi Utilities	Since 2006	\$ 1,500,000.00
City of Oxnard	Since 2000	\$ 1,032,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,290,000.00
City of San Diego	Since 2015	\$ 2,196,000.00
City of Santa Ana	Since 2015	\$ 1,400,000.00
City of Santa Monica	Since 2011	\$ 1,100,000.00
City of Santa Clarita	Since 2008	\$ 2,770,000.00
City of Tustin	Since 2006	\$ 1,122,000.00
City of Ventura	Since 1999	\$ 1,016,000.00
City of Whittier	Since 2005	\$ 1,286,000.00
County of LA	Since 2015	\$ 5,500,000.00
County of Orange	Since 2013	\$ 2,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager:

Kris Burbidge

ISA Certified Arborist #WE 9566 AJM

ISA Tree Risk Assessment Qualification

QAL #141223 B

TCIA Certified Treecare Safety Professional #2968

ATSSA Traffic Control Supervisor #528245

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

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PROJECT APPROACH & UNDERSTANDING

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

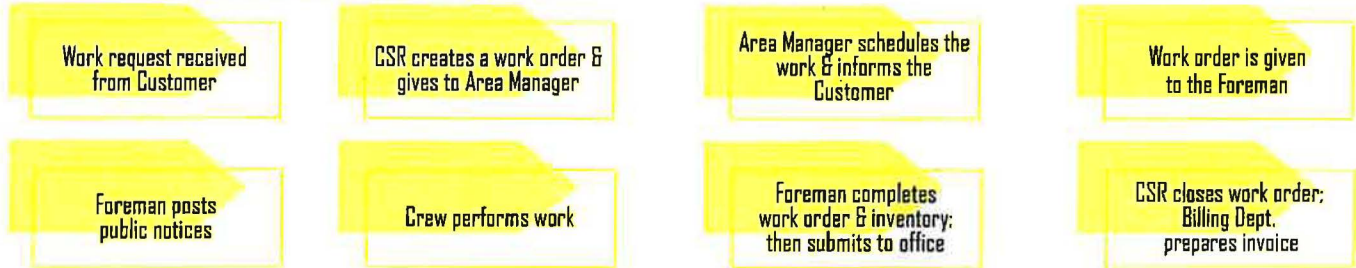
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

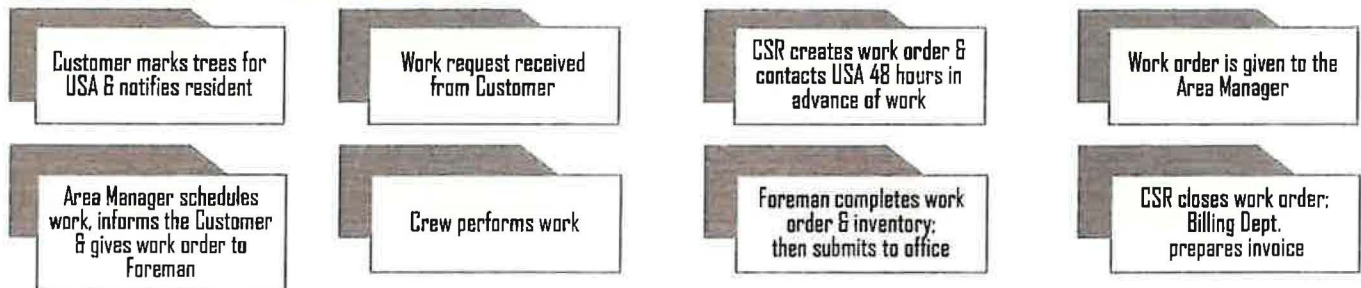
WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)



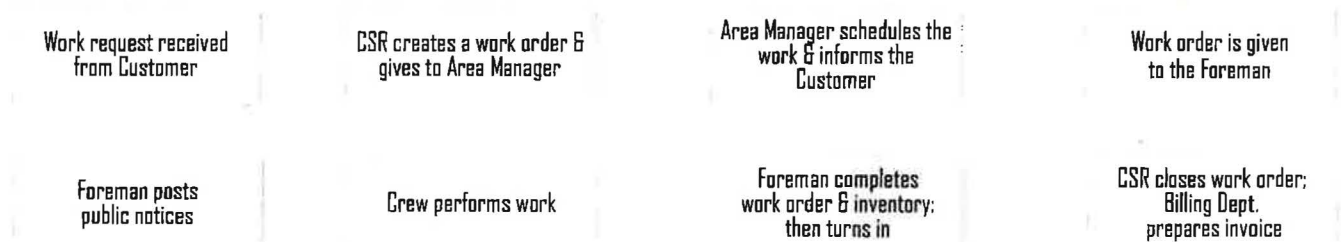
Removal Flowchart (15 day Completion)



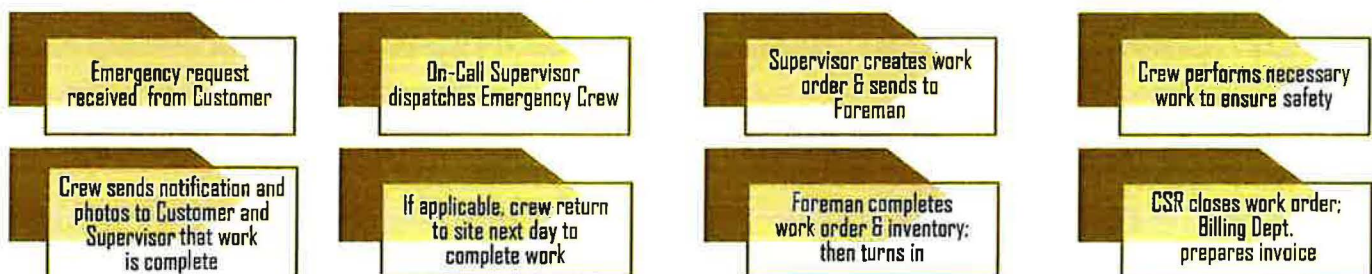
Planting Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



Emergency Flowchart (2 Hour Response/ 24 Hour Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a
call back within 10 minutes, call the
following contacts in order:

SAMUEL JIMENEZ, SUPERVISOR
714.620.4489

KRIS BURBIDGE, AREA MANAGER
714.920.0567

MARIO GONZALEZ, AREA MANAGER
714.404.2997

MIKE PALAT, REGIONAL MANAGER/V.P.
714.920.4366

After confirmation from on call Manager, you can
email multiple locations to:
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
714.991-1900



SAMPLE PLANTING DOOR HANGER



Services Provided By:
West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES



Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.

Traffic Control

WCA maintains a C-31 traffic control license issued by the CSLB. We also have ATSSA Traffic Control Designers, Supervisors and Technicians on staff to complete necessary traffic control plans. Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard (s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48

hours. All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



OATH OF COMMITMENT

WCA is committed to working with the City of Laguna Hills staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure staff and residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Laguna Hills by providing gold standard tree care services.



Patrick Mahoney, President

6/23/2021



**Modern Fleet consisting of
1500+
pieces of equipment.**

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**EQUIPMENT
INVENTORY**

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics Fleet Solutions

WCA has partnered with Telematics to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

GIS MAP - CITY OF FULLERTON



EQUIPMENT LIST SUMMARY:

Pick Up Trucks	318
Aerial Lift Devices	321
95' Aerial Devices	15
Dump Trucks	181
Flat Beds	39
Forklifts	6
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	70
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	50
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	170
Cranes	5
Toyota Prius	11
Toyota Yaris	8
Ford CMAX	4

IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,500 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment in an effort to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the Agency, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

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SERVICE APPROACH & METHODOLOGY

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the Agency elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

Wildlife Protection

Part of our training program includes training crews on current bird nesting laws as well as BMPs for tree maintenance and nesting birds. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance.

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

SAMPLE GREEN WASTE REPORT:

CITY OF LAGUNA NIGUEL
From 7/1/2020 to 3/5/2021

Green Waste Report
Job #: All

Date	Job #	Truck #	Recycling Site	Material	Weight in Tons	Amount
8/26/2020	56368	D149	CITY OF DANA POINT	CHIP	5.00	0.00
9/14/2020	56368	D149	TIERRA VERDE INDUSTRIES IRVINE	CHIP	3.90	58.50
9/15/2020	49476	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.34	140.10
9/15/2020	56368	S39	CITY OF LAGUNA NIGUEL	CHIP	0.00	0.00
9/19/2020	56365	R35	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	4.33	64.95
9/19/2020	56365	R35	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	0.00	0.00



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard and these are then chopped into usable firewood.

STREET TREE REVIVAL, our wood recycling program has become an important component of our approach to urban forest management. 25 years ago, we started our urban wood recycling program in collaboration with the California Department of Forestry and Fire Protection (CDF). Since a number of trees require removal, it was important to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand of trees from natural forests.



REMOVE



REPLANT



REPURPOSE



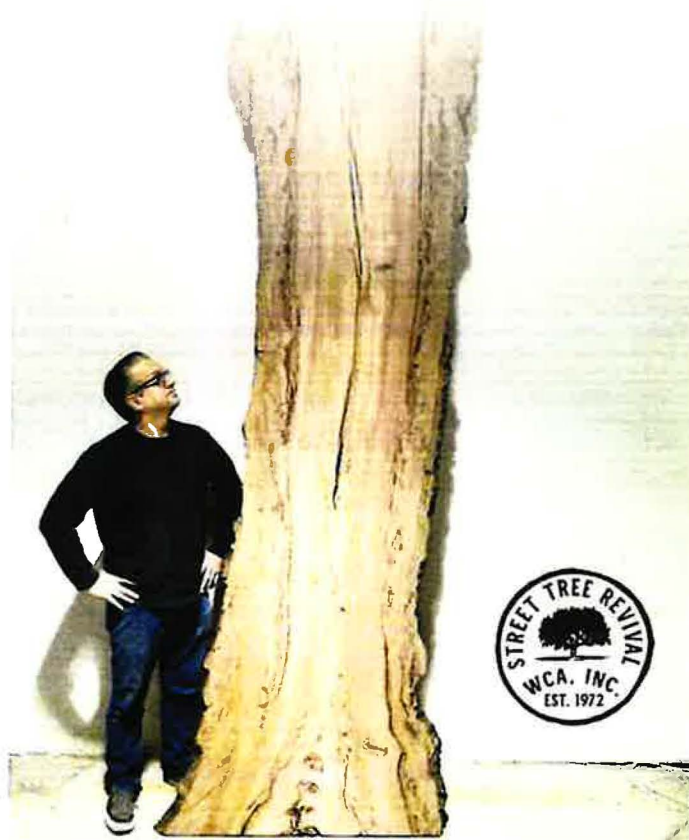
TRACK



MILL



DRY



GREEN WASTE SAMPLE REPORT

An important element of our firm's operation is recycling the debris generated through our pruning and removal services. The tree debris is typically converted into wood chips on site and then unloaded at an alternative site. In an effort to be efficient to our customers, we have combined everything into one simple report to include the tonnage, composition of debris disposed of (ex: chip, brush, logs, palm, stump grind debris or mixed), and the manner and location of disposition. The information is entered into our system daily and updates appear automatically in ArborAccess. We will then provide documentation to the City as requested.

CITY OF ORANGE
From 7/1/2020 to 3/11/2021

Green Waste Report
Job #: All

Date	Job #	Truck #	Recycling Site	Material	Weight in Tons	Amount
7/1/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.73	145.95
7/6/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	8.61	129.15
7/6/2020	56374	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	15.66	234.90
7/7/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE	CHIP	4.23	63.45
7/8/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	10.88	163.20
7/8/2020	56374	D62	CITY OF ORANGE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	56374	D62	CITY OF ORANGE			
7/10/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/13/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/14/2020	49482	R78	GREEN ARMY			
7/14/2020	56374	D62	CITY OF ORANGE			
7/15/2020	49482	R78	GREEN ARMY			
7/16/2020	56374	D62	CITY OF ORANGE			
7/21/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/21/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			



March 8, 2021

West Coast Arborists
2200 E. Via Burton St.
Anaheim, CA 92806

RE: Tree Trimmings / Greenwaste Diversion at Tierra Verde Industries (TVI)

To whom it may concern:

Please accept this letter as our confirmation of tree trimmings / greenwaste diversion activities for your firm on an as-needed basis. TVI has been providing recycling services since 1997 and specifically to your firm for almost fifteen (15) years.

The TVI EcoCentre at the Great Park is a fully permitted diversion facility and is located at 8065 Marine Way in Irvine, CA. TVI operates under State Solid Waste Facility Permit #30-AB-0403. Under our permit, greenwaste / compostable materials diversion is one of the many authorized activities we are allowed.

The TVI Eco-Centre receives chipper trucks and roll-off loads of segregated tree trimmings / greenwaste from your firm for diversion from landfill disposal and processing into marketable soil products. As a result of WCA and TVI efforts, we are able to divert 100% of the segregated greenwaste delivered to us from landfill disposal.

The first process that these materials undergo is an initial grinding to a specific size. Depending upon the end product being made, an additional grinding and screening may occur. Finally, these materials are used to make a variety of soil amendments, landscape mulches, or even biofuel to generate electricity. TVI has been in business more than twenty (20) years manufacturing these products at its facility in Irvine.

If you have any questions or comments, please feel free to call me at (949) 551-0363

Sincerely,

Darren Ross
Darren Ross

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 279 • Irvine, CA 92650-0279
(949) 551-0363 • (949) 551-1532 Fax



ARBOR DAY ADVOCATES

WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

GRANT SERVICES

Cities can improve the management of their urban forest through a grant project. Our grant team is experienced in partnering with various agencies to obtain funding for activities that help their urban forest thrive. We've managed over \$9,000,000 in grants to date. These grants, completed and new, will result in 14,100 more trees planted.

Services include:

- Grant writing
- Partnership development
- Application review
- Volunteer training
- Greenhouse gas calculations
- Community events



COMMUNITY CAMPAIGNS

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring 2500 trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

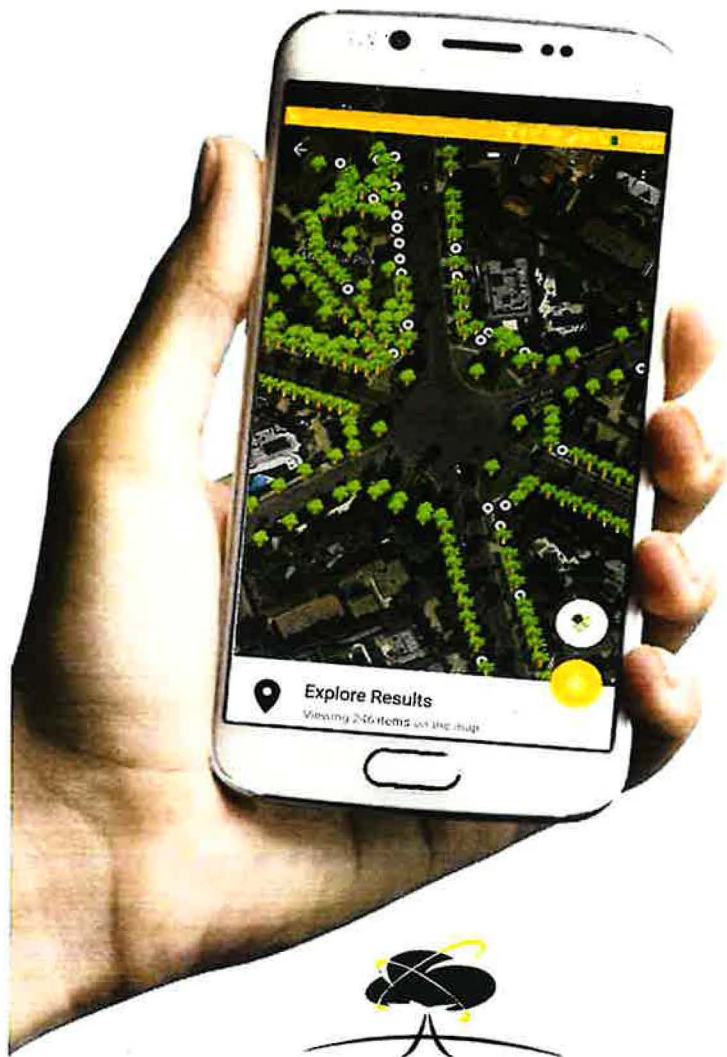
Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO₂.

These events are valuable to California communities by generating thousands of volunteers, improving air quality and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.



7

TECHNICAL APPROACH



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE AGENCY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupanopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

INVENTORY CONVERSIONS

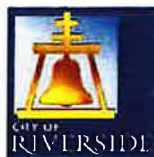
WCA, Inc. understands that data collection associated with tree inventories can be time consuming and costly. On occasion, new customers of ours have existing inventories previously collected by other companies. In an effort to help our new customer preserve their tree inventory and conserve their budget, we provide our diligence in converting the available data into our software and management program, ArborAccess. Below are references of some recent data conversions from programs like ArborPro and Tree Keeper.



County of Orange Parks
Inventory Converted: 2014
Tree Sites: 45,794
Est. Tree Value: \$178,585,450



City of Palm Springs
Inventory Converted: 2018
Tree Sites: 15,537
Est. Tree Value: \$53,977,140



City of Riverside
Inventory Converted: 2018
Tree Sites: 123,150
Est. Tree Value: \$394,686,730



City of Santa Clarita
Inventory Converted: 2018
Tree Sites: 15,356
Est. Tree Value: \$34,491,480



UC Irvine
Inventory Converted: 2017
Tree Sites: 19,711
Est. Tree Value: \$41,167,140

EXHIBIT “B”

**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES**

DATED: MAY 24, 2021



**CITY OF LAGUNA HILLS
CALIFORNIA**

**NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES**

Issued:

May 24, 2021

Bid Opening:

June 24, 2021 at 11:00 am

**CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653**

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

CITYWIDE TREE MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:



A handwritten signature in black ink that reads "Kenneth H. Rosenfield".

Kenneth H. Rosenfield, P.E.
Interim City Manager/Public Services Director
R.C.E. No. 33496
Expires 6/30/22

May 24, 2021

Date

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**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE TREE MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications and Citywide Tree Maintenance Services Agreement on file in the City Clerk's Department of the City of Laguna Hills.

Bids will be received by the City Clerk at the City of Laguna Hills until 11:00 am on the 24th day of June 2021, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CITYWIDE TREE MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."**

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of citywide tree maintenance services, including, but not limited to, routine tree trimming, tree removal, and tree stump removal of the existing city urban forest and tree planting including all related equipment, extraordinary tree maintenance, and emergency tree removal/trimming maintenance on a 24-hour per day basis (the "Project"), all in accordance with the Bid Proposal.

The Agency reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Citywide Tree Maintenance Services Agreement, the Contractor shall possess a State of California Contractor's License as appropriate for the

performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The selected company/Contractor shall enter into the City's Citywide Tree Maintenance Services Agreement, which includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (see Appendix I) Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final.

Contract Documents may be inspected without charge by appointment at the Public Services Department, City Hall, 24, 24035 El Toro Road, Laguna Hills, California, 92653. Contract Documents are available in portable document form (PDF) on the City's website: www.lagunahillsca.gov. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillsca.gov.

Dated this 24th day of May 2021.

CITY OF LAGUNA HILLS, CALIFORNIA

Published

BY



JENNIFER LEE, ASSISTANT CITY CLERK
24035 El Toro Road, Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements.

2. NON-COLLUSION AFFIDAVIT

Contractor shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the Bid Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

3. PROPOSAL BID SHEET

Contractors shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered in person. Note that during the Covid-19 Pandemic, City Hall offices may be closed and unable to accept express or messenger services deliveries on a timely basis. However, it is the Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids. In person drop off of Bids will be accepted beginning one hour prior to the Bid Opening date and time set forth in the Notice Inviting Bids. Call to arrange acceptance of Bids at other times at (949) 707-2651.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall

store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the Notice Inviting Bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a Bid Proposal will render it irregular and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Contractor acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents. Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them.

Before submitting its Bid Proposal, each Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

All Bid Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to Bid Proposal(s) for contracts of this nature whether the same are expressly referred to herein or not.

Any Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF TREE MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Bid Proposals only. However, the City shall determine whether to award the proposed Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

"3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official

website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its

determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, the selected Bidder shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom the award is contemplated. No Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the attached Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

13. INITIATION OF THE SCOPE OF WORK

Bidders are notified that it is the City's intent, to the maximum extent practical, to award the Agreement for this Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services such that the Contractor shall begin work at 12:01 AM on July 14, 2021, for the term as set forth in the Draft Citywide Tree Maintenance Services Agreement. Bidders unable to commit to this start date and time may be disqualified for consideration of the award of the Agreement.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Tree Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A statement and documentation of the Company's financial condition.
4. A proposed Schedule of Performance.
5. An inventory of the Bidder's equipment (excluding hand tools).
6. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
7. ALL of the following Bid Proposal pages.

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TREE MAINTENANCE SERVICES

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Sample Draft Citywide Tree Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Tree Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

CONTRACTOR understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing proposal(s), and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

CONTRACTOR certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR acknowledges that it is the City's intention to award a Citywide Tree Maintenance Services Agreement for a period commencing on July 14, 2021.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: _____ DATE _____ 2021

CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

FAX No. (____) _____

Telephone (____) _____

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

BIDDER'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

1. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
Address: _____
Telephone: _____
Primary Contact Person/Title: _____
Years of service with this Agency: _____ Type of Work: _____
Term of Agreement: _____ Expiration Date: _____

Continued next page

BIDDER'S NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, Contractor association, organization, or corporation; that such bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other, 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 Contractor 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 agency thereof to effectuate a collusive or sham bid.

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

BIDDER'S NAME _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES**

BID PROPSAL (1 of 3)

ROUTINE TREE MAINTENANCE

Routine Tree Maintenance quantities are estimates, subject to change and subject to issuance of a Task Order.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	200		
2	From 7" to 18" DBH	EA	600		
3	From 19" to 30" DBH	EA	300		
4	From 31" to 36" DBH	EA	40		
5	Over 36" DBH	EA	10		
THE FOLLOWING WORK IS FOR CROWN RAISE/CLEARANCE PRUNE					
6	Up to 6" Diameter DBH	EA	50		
7	From 7" to 18" DBH	EA	200		
8	From 19" to 30" DBH	EA	110		
9	From 31" to 36" DBH	EA	50		
10	Over 36" DBH	EA	15		
THE FOLLOWING WORK IS FOR PALM TREE SERVICES					
11	Prune Date Palm (Phoenix spp.)	EA	50		
12	Ornamental Ball Shaping for Date Palm (Phoenix spp.)	LF	20		
13	Prune Fan Palm (Washingtonia spp.)	EA	35		
14	Skin Fan Palm (Washingtonia spp.)	LF	100		
15	Prune all other Palm Species	EA	45		
16	Clean trunk of all Palm Species	LF	40		
17	Fruit Removal Only	EA	100		

Continued Next Page

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

ROUTINE TREE MAINTENANCE, CONTINUED

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR TREE REMOVAL					
18	Tree & Stump Removal per diameter inch	INCH	1200		
19	Tree Only Removal per diameter inch	INCH	2200		
20	Stump Grinding	INCH	280		
21	Special Handling and Disposal fee for contaminated trees	TON	7		
THE FOLLOWING WORK IS FOR ALL-INCLUSIVE TREE PLANTING AND WATERING					
22	15-gallon tree	EA	125		
23	24" box tree	EA	10		

Total Routine Tree Maintenance Services in Figures \$ _____

Total Routine Tree Maintenance Services in Words:

_____ DOLLARS and _____ CENTS

The comparison of lowest price bid shall be on the basis of the Total Routine Maintenance Services price bid.

Continue to next section

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BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL (2 of 3)

Extraordinary Tree maintenance Unit Prices

Extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to a Task Order issued by the City. The below unit prices shall be all-inclusive of labor, equipment and materials and no additional compensation will be allowed therefore.

ITEM NO.	DESCRIPTION	UNITS	ANNUAL QUANTITY	UNIT PRICE \$	TOTAL \$
THE FOLLOWING WORK IS FOR FULL TREE PRUNING					
1	Up to 6" Diameter DBH	EA	10		
2	From 7" to 18" DBH	EA	60		
3	From 19" to 30" DBH	EA	100		
4	From 31" to 36" DBH	EA	10		
5	Over 36" DBH	EA	5		

The Following Fully Burdened Rates Shall Be Provided.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
1	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	HOURLY	
2	4 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
3	5 Man Crew+ 2 Aerial Lift Trucks + 1 Chipper Truck	HOURLY	
4	3 Man Crew+ 1 Aerial Lift Truck + 1 Chipper Truck	PER DAY	
5	Emergency Response during normal work day Paid at a 2-hour minimum	HOURLY	
6	Emergency Response during after-hours/weekends Paid at a 4-hour minimum	HOURLY	
7	Risk Assessment Report by Arborist Level 1, 2 or 3	HOURLY	
8	Tree Canopy Spraying from ground level	INCH	
9	Insecticide or Fungicide & PGR Trunk Banding	INCH	

Continue next page

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
10	Senior Tree Trimmer	HOURLY	
11	Tree Trimmer	HOURLY	
12	Grounds Person	HOURLY	
13	Supervisor	HOURLY	
14	Operating Engineer	HOURLY	
15	Plant Health Care Specialist	HOURLY	
16	Plant Health Care Technician	HOURLY	
17	Pick-up Truck	HOURLY	
18	43' Rear Mount Aerial Lift	HOURLY	
19	52' Rear Mount Aerial Lift	HOURLY	
20	55' Rear Mount Aerial Lift	HOURLY	
21	60' Rear Mount Aerial Lift	HOURLY	
22	65' Rear Mount Aerial Lift	HOURLY	
23	70' Rear Mount Aerial Lift	HOURLY	
24	75' Rear Mount Aerial Lift	HOURLY	
25	80' Rear Mount Aerial Lift	HOURLY	
26	90' Rear Mount Aerial Lift	HOURLY	

Continue to next section

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TREE MAINTENANCE SERVICES
CONTINUED

Extraordinary Tree Maintenance, Continued

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE \$
27	Box/Chip Truck	HOURLY	
28	Small Brush Chipper	HOURLY	
29	Medium Brush Chipper	HOURLY	
30	Large Brush Chipper	HOURLY	
31	Utility Vehicle	HOURLY	
32	Small Stump Grinder	HOURLY	
33	Medium Stump Grinder	HOURLY	
34	Large Stump Grinder	HOURLY	
35	Root Pruner	HOURLY	
36	Stake Bed Truck	HOURLY	
37	Dump Truck	HOURLY	
38	40 Yard Roll-Off Truck	HOURLY	
39	40 Yard Roll-Off Truck with Drop Axle	HOURLY	
40	40 Yard Roll-Off	HOURLY	
41	Loader	HOURLY	
42	Crane	HOURLY	
43	Arrow Board	HOURLY	
44	Utility Trailer	HOURLY	

EQUIPMENT INVENTORY

Contractor shall provide, as a separate attachment, the model, make and year of the primary equipment proposed to be used on this Project. Do not list hand tools.
Continue to next page.

BID PROPOSAL SUBMISSION STATEMENT

IN WITNESS WHEREOF, Contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2021.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION DESCRIBING THEIR UNIQUE QUALIFICATIONS TO AID THE CITY IN DETERMINING THE BEST QUALIFIED VENDOR BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

BIDDER/CONTRACTOR NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Tree Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Tree Maintenance Services Agreement is attached (see Appendix I).

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BID PROPOSAL

The Bidder shall provide bid values for all sections of the Bid Proposal. Bids shall be compared on the basis of the fully completed Bid Proposal for the determination of the lowest responsive Bidder. The Agency shall have the authority to select a company/Contractor to enter into the Agreement to provide services on the basis of the Bid Proposal and in accordance with the "best qualified vendor selection criteria" as described herein.

The Bid Proposal shall provide unit prices for tree maintenance services as shown on the Bid Schedule of all routine, extraordinary and emergency tree maintenance services as described herein in the Scope of Work to include routine tree trimming, tree removal and tree stump removal and tree planting, subject to the issuance of a Task Order for such work. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to perform in a good and workmanlike manner the city's urban forest in accordance with the proposal and the defined scope of work. Bidder is solely responsible for satisfying themselves as to the full scope of the tree maintenance services.

In addition to the unit prices for routine Tree Maintenance Services, Bidder shall provide unit prices for work as specified for use in determining compensation for Extraordinary Tree Maintenance Services and for Emergency Tree Maintenance Services, as each are defined in the Scope of Work. No Work shall be performed unless first authorized by the issuance of a Task Order.

4. AWARD OF CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Bid Proposal. However, the City shall determine whether to award the proposed Sample Draft Citywide Tree Maintenance Services Agreement, which is subject to change upon final, for the Bid Proposal to the best qualified vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal

procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Company/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Draft Tree Maintenance Services Agreement.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on 12:01 AM on July 14, 2021, and ending on June 30, 2026 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the five-year Initial Term of the Agreement.

6. METHOD OF PAYMENT

The Contractor shall present, for the previous month, a monthly invoice for the routine tree maintenance services as authorized by Task Order for the price proposed and, separately, for any extraordinary tree maintenance work as preauthorized by Task Order as issued by City and for any emergency work as defined. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any authorized other work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. ROUTINE TREE MAINTENANCE

Routine Tree Maintenance shall be as defined in the Bid Proposal and in the Special Provisions. No Routine Tree Maintenance work shall be performed without the City issuance of a Task Order authorizing the work.

8. EXTRAORDINARY WORK

No extraordinary work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such extraordinary work.

- a) Extraordinary work shall not be initiated without written authorization as represented by a Task Order except if the Public Services Director identifies a time sensitive matter that if not immediately addressed would potentially expose the public to an adverse safety condition or incur a substantial cost impact by a delay in action. Otherwise, work performed prior to written authorization shall not be paid.
- b) Work will be executed in a timely manner meeting the approval of the Public Services Director on a unit price basis, an agreed lump sum price basis or on a time and material cost basis as defined in the Task Order.
- c) Extraordinary work shall only include work not included in the routine tree maintenance services work as defined herein.
- d) Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extraordinary work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.

- e) Equipment rental costs for extraordinary work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
- f) Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extraordinary work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. EMERGENCY WORK

Emergency work shall be work associated with a call out from either the City or the Orange County Sheriff's Department, which may occur during any 24 hours of each day, due to an emergency, exigency, disaster, traffic collision, or other similar circumstances creating a safety issue for the public right of way or other City property. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the public right of way or area, on a temporary basis, to normal operating conditions. Emergency work shall be paid in accordance with the Bid Proposal on a time and materials basis including all labor, equipment and materials and no additional cost will be allowed therefore. Any work that is subsequently necessary to be performed to fully restore the public right of way or area shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine tree maintenance or extraordinary work as authorized by a Task Order.

10. PREVAILING WAGES

The Agreement includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to

incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft Citywide Tree Maintenance Services Agreement.

11. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

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CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, all Appendices and the Sample Draft Tree Maintenance Services Agreement establish the standards and specifications (hereinafter "specifications") for Tree maintenance for the City of Laguna Hills.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the tree maintenance, as set forth in this specification, and in keeping with the highest standards of quality and performance for the unit prices bid.

SCOPE OF WORK

1. Specifications

All tree maintenance work shall be performed in accordance with the highest quality standards. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Services, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

The work performed shall be done in accordance with the General Provisions, Special Provisions and Agreement. The work shall conform with the highest quality as defined by arboricultural resources as selected by the City. As needed, the work shall also follow the Standard Specifications for Public Works Construction, latest edition, and/or Caltrans Standards, hereinafter referred to as the Standard Specifications. In case of conflict between the Standard Specifications and the City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

2. Compensation for Maintenance

City will compensate Contractor for tree maintenance at the Bid Proposal unit prices per the Bid Proposal and in accordance with the provisions of the Draft Citywide Tree Maintenance Services Agreement. Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed therefor. No additional compensation will be allowed for compliance with all provisions of these Specifications.

Extraordinary maintenance shall be invoiced at the established rates per unit prices per the Bid Proposal and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered by unit prices shall require a negotiated price and approval by the Director of Public Services or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the public right of way. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Emergency work shall be invoiced at the established rates per time and equipment hourly rates per the Bid Proposal plus materials, if any, at cost plus 15%.

3. Contractor Requirements

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain the City's urban forest.

4. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide tree maintenance and emergency response as requested by the City.

The Contractor shall maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

5. Response Criteria for Requested Services

Routine and Extraordinary Tree Maintenance shall be scheduled following the issuance of a Task Order to begin work within fourteen (14) calendar days or as mutually agreed.

Whenever the Contractor receives emergency service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within two (2) hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents or tree failures. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. Contractor shall clear the public right of way or specified area of any tree, limb or debris and clean the site of any debris on the public right of way or specified area. Once the public right of way or specified area is clear, any remaining needed work shall not be included in the emergency response but shall otherwise fall under routine tree maintenance work by Task Order.

6. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Services to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of eight (8) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response, shut down or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2015, Class II safety vests.

7. Routine Maintenance

Routine Tree Maintenance is specified as follows: The Contractor shall provide routine maintenance of the City's urban forest based upon the issuance of a Task Order consistent with the unit prices in the Bid Proposal. Routine tree maintenance is defined by the bid items in the Bid Proposal and the Specifications, and, as well is further defined as all of the City's urban forest that is accessible from the public right of way or vehicle accessible trails or pathways in the City's open space where these trees are reachable by the largest, longest reach, commercially available, boom truck/aerial lift. All said trees are considered to be within the definition of Routine Tree Maintenance, regardless of other location factors, as is solely defined and determined by the City.

8. Extraordinary Maintenance

Extraordinary Tree Maintenance is specified as follows: The Contractor shall provide extraordinary tree maintenance of the City's urban forest based upon the issuance of a Task Order for each work effort consistent with the unit prices in the Bid Proposal. Extraordinary tree maintenance is defined by the bid items in the Bid Proposal and is further identified as all of the City's urban forest that is not accessible from the public right of way or trails or pathways in the City's open space. The trees under this item of work are generally on steep slopes, in ravines and open spaces not accessible by vehicle. All trees maintained shall require manual means, rigging and roping, personnel climbing in trees, and the dragging and removal of all trimmings and debris by manual means to the closest vehicle location. The Contractor shall NOT drive or park on any City sidewalk to perform this work. City sidewalks ARE NOT designed to accommodate the large weight loads produced by tree maintenance equipment, and may crack, become compromised for pedestrians, or become aesthetically unpleasing. Payment to rig/hand climb and utilize Ground Crews on slopes shall be included in the cost per tree per the proposal. The Contractor shall not receive any additional payment for utilizing rig/hand climbing and Ground Crews.

9. Emergency Service

Emergency work shall be work associated with a call out from either the City or the Orange County Sheriff's Department, which may occur during any 24 hours of each day, due to an emergency, exigency, disaster, traffic collision, or other similar circumstances creating a safety issue for the public right of way or other City property. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the public right of way or area, on a temporary basis, to normal operating conditions. Emergency work shall be paid in accordance with the Bid Proposal on a time and materials basis including all labor, equipment and materials and no additional cost will be allowed therefore. Any work that is subsequently necessary to be performed to fully restore the public right of way or area shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine tree maintenance or extraordinary work as authorized by a Task Order. Contractor shall maintain 24-hour-per-day emergency service.

10. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for work in accordance with the provisions of the draft Citywide Tree Maintenance Services Agreement. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

a. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the

approval of the Director of Public Services, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

b. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance and/or emergency services for tree maintenance. City shall pay the Contractor for such hours of extraordinary maintenance and/or emergency response at the rates specified in the Bid Proposal. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

c. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per- hour basis as specified in the Bid Proposal and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on the Bid Proposal for per-hour rates. No additional compensation shall be paid for transporting the equipment to or from the job site.

11. Permits and Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

12. Tree Asset Management

The Contractor, at its sole expense, within six months of the initiation of this contract, shall inventory all of the City's urban forest with attribute data to the satisfaction of the City. Contractor shall maintain and provide the City with access to a tree record keeping system consisting of an on-line software program that allows the City to view information about its tree population, including the description of each tree by species, height, diameter, work history, as well as tree and planting site location and other information as designated by City. Contractor shall also make this database accessible through the City's Geographic Information System and shall be compatible with same. All data in this system shall be owned by the City.

The on-line software program shall be a City approved database program. The program shall have the capability to produce detailed reports of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The program must allow for batch update of work histories. The Contractor shall provide complete software support to the City for the entire contract term.

The City may require tree evaluations, including written reports. The Contractor shall provide an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections.

During normal pruning process, if Contractor comes across a tree that is not in the City's tree inventory database, Contractor is responsible for recording the location and all appropriate tree attributes. This data is to be submitted electronically to the City via shapefile, and shall conform to the City's requirements.

13. Emergency contact numbers

The Company/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24-hours a day during emergency conditions. The Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of notification of emergency situations. An answering service is not adequate for emergency calls.

14. Licenses

The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

15. Dress Code and Appearance of Personnel

The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the tree maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II, or better, Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

16. Interaction with Public

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project. Contractor's personnel shall always make their best efforts to be responsive, polite, and cooperative when interacting with representatives of the City, or any other City employees. Contractor's personnel shall be required to work in a pleasant and professional manner with City employees, outside Vendors and the public. Nothing contained in this RFP shall be

construed as granting the Contractor the sole right to supply personnel or contractual services required by the City or without the proper City approval and the issuance of a Task Order.

17. City's Right to do Work

The City reserves the right to do work within any area.

18. City Liaison

The City representative and the Contractor's Supervisor will meet on a weekly basis when work is being performed in the City or on a schedule as determined by City. The cost for meetings is deemed included in other items of work and shall not be invoiced to the City.

19. Communications

In addition to emergency telephone access and regularly scheduled meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the routine communication media for submission of documents, requests, task orders, reports, etc.

20. Scheduling

The Contractor shall accomplish all routine work required under this contract between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The City may grant, on an individual basis, permission to perform the work at other hours. No work that generates excess noise, such as by use of a chipper, shall be commenced before 8:00 a.m. The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. The Contractor shall submit a work schedule describing proposed operations and when work will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any tree maintenance operations. No work shall occur on City designated holidays.

21. Reports

The Contractor, as part of the Agreement, shall submit reports and schedules on a monthly basis as a pre-requisite for the submission of the Contractor's monthly request for compensation. Such reports shall include, but are not limited to, the following:

1. The results of work performed in the previous 30-day period, including, but not limited to, updates to the City's electronic tree inventory database as defined herein.
2. Reports of work planned in the next 30-day period.
3. Any proposals in response to City issued Task Orders or information requests.

4. Any emergency work response in the previous 30-day period.

22. Supervision, Special Skills and Certifications

The Contractor shall assign a supervisor of field staff to assure performance of the tree maintenance work is completed in accordance with these specifications. All field technicians shall be certified in their respective qualifications by an independent agency or per State licensing sufficient to competently perform their work. Contractor and the Supervisor shall have expertise and experience in arboriculture, pest control, disease identification, soils, fertilizers and plant identification. The Supervisor must be fluent in the English language. The Contractor and the Supervisor shall have the knowledge and ability to determine each tree species response to pruning, and to be able to properly prune the tree species listed on the task orders. All work shall the highest standards for tree maintenance and meet with the approval of the City. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas needing attention. Any specific problem area which does not meet the condition of specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until the condition is corrected. All supervisory personnel shall possess and maintain a current and valid Certified Arborist Certificate, issued by the International Society of Arboriculture. All other personnel must possess and maintain a current and valid Certified Tree Worker Certificate, issued by the International Society of Arboriculture. A staff roster, including copies of certificates, must be submitted to the City prior to initiation of the contract and be maintained current throughout the term of the Contract.

23. Protection of Facilities/Utilities

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation.

The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf, irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site. Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor at no additional cost to the City, to a condition equivalent to that existing before damage occurred

The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Services Director. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Services Director. Where there is a difference in value between the

trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Services Director, using the latest Council of Tree and Landscape Appraisers - Guide for Plant Appraisal

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area when the Contractor gives at least a 48 hour notice to the Underground Service Alert by calling (800) 422-4133. Contractor shall provide the agency with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158
Gas Company	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
Transmission CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693	Mike Campuzano	949/254-1779
SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

2. Safety Orders

The Contractor shall comply with the provisions of any Agency ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for construction safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

24. Contractor Neglect

Any damage to City or private property which has been determined by the City to be due to the Contractor's neglect or actions, shall be corrected by the Contractor at no additional cost to the City.

25. Safety

Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law. Any person working in proximity to electrical conductors shall be properly trained in

electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California.

Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Services Director.

The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the vehicle moved to a safe location.

26. Preservation of Wildlife

Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition. California Department of Fish and Game Code Section 3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird," therefore, it shall be the Contractor's responsibility to bypass and leave undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s).

27. Equipment Operations

The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by City to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

28. Traffic Control

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area.

The Contractor shall utilize and follow the requirements of the Caltrans Traffic Manual or the Work Area Traffic Control Handbook prior to implementing any lane closures. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

29. Noise Control

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment use is restricted to the hours of 7:00 a.m. to 7:00 p.m. Noise generating equipment shall not be used before 8:00 a.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

30. Water Quality

Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Santa Ana or San Diego Regional Water Quality Control Boards. Contractor shall comply with Stormwater Best Management Practices.

31. Quality of Work

The quality of work will continue to play a part in the success and acceptance of this project. Selective pruning shall be employed at all times following the most current standards of the Western Chapter International Society of Arboriculture's pruning standards.

The City Park Supervisor shall be the sole judge as to the adequacy and quality of the maintenance.

32. Pruning Standards

Before any work commences, Contractor shall prune one typical tree of each different species scheduled for work. Work shall be to the satisfaction of the City and will be the form all other trees are trimmed to. Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture.

The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Works Services Director, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased.

The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted.

Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge. Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Services Director, unless said branch is weakly attached or has other significant defect. Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method.

When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent. When reducing the length of a limb back to a lateral branch, the lateral should be at least one-third the diameter of the portion removed. Young trees shall be pruned primarily to improve structure.

Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance

The use of climbing spurs, gaffs, or any other climbing device that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.

The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Services Director of them by address.

Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible.

Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

33. Tree Maintenance Definitions - Pruning

a) Full Pruning - The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs. Selective pruning shall be implemented; any or all pruning techniques shall

be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown restoration.

b) Crown Raise - In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one-half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore-mentioned Specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.

c) Crown Cleaning - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches. Crown cleaning shall also include crown raise, when needed to provide proper clearance.

d) Crown Reduction - In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.

e) Palm Pruning - Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base. All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully. When pruning palms in the Phoenix genus it is imperative to sterilize all pruning equipment avoid possible tree-to-tree transmission of the disease *Fusarium oxysporum*.

34. Tree Maintenance Definitions - Tree Removals

a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.

b) Trees designated for removal by the Public Services Director will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt regarding the trees(s) to be removed, the Public Services Director will be contacted before work commences.

c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.

d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Works Services Director.

35. Tree Maintenance Definitions - Stump Grinding

a) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert) must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.

b) It shall be the responsibility of the Contractor to remove the USA markings within five (5) working days after the stump has been ground.

c) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.

d) Control of stump re-growth shall be accomplished through the use of herbicides as deemed necessary by plant growth characteristics, under certain environmental and cultural condition, and/or City direction. Specific herbicides and methods of application are subject to approval by the City prior to use. Typically, a systemic herbicide such as Glyphosate is the herbicide of choice for stump re-growth control and applied as per manufacturer's recommendations. All pesticide applications must be preceded and accompanied by a written recommendation by a State Licensed Agricultural Pest Control Advisor (PCA). All personnel applying pesticides must possess a valid agricultural qualified applicator's license Q.A.L. holder. The full cost of the stump regrowth control process as outlined above will be borne by the contractor as part of the tree removal unit price.

36. Tree Maintenance Definitions - Tree Planting and Staking

- a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees
- b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The City standard drawing for tree planting shall be followed.
- c) The Contractor shall follow the requirements of UNDERGROUND ALERT before the excavation of any tree-planting site.
- d) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If the container does not come off easily, it shall be cut on one or more sides, from top to bottom, to allow its removal. Circling roots shall be separated and spread outward. Densely matted roots that cannot be teased apart shall be cut cleanly in two places.
- e) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.
- f) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.
- g) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.
- h) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be

attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.

i) A plastic guard shall be placed loosely around the base of the trunk.

j) A watering basin shall be placed around the outer edge of the root ball in areas where run-off will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.

k) Staking Only - The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the contractor is pruning or where otherwise directed by the Public Works Services Director. All the standards shall be followed.

l) Stake Removal - The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil. All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes. Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.

m) Removal of Brush and Debris - The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations. Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal. Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.

n) Tree Watering - Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the 6 weeks after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities.

o) Tree Warranty - Contractor will warranty all trees planted by contractor for up to 6 months. If the tree should die or decline dramatically the contractor will replace the tree with the original size installed.

37. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

APPENDIX I

DRAFT CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
*****SUBJECT TO CHANGE ON FINAL CONTRACT AWARD*****

TREE MAINTENANCE SERVICES AGREEMENT

Insert: Name of Corporate Entity, Inc.
(Citywide Tree Maintenance Services)

THIS CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of July 2021, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and _____, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified professional tree maintenance services company capable of performing routine, regularly scheduled, and specialized citywide tree maintenance services for the City's urban forest in order to maintain the treet assets owned by the City in a manner acceptable to the City (the "Project").

B. In response to City's Notice Inviting Bids (Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services), dated May 24, 2021, Contractor has submitted to City a proposal, dated June __, 2021 to provide tree maintenance services for the City's urban forest, as well as to provide and perform other similar tree maintenance services on as as-needed, on-call basis, for the Project pursuant to the terms of this Agreement.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, labor and equipment, and expertise to provide the requested tree maintenance services and has agreed to provide such maintenance services to City for the Project as provided herein. The City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein. The City does not possess the knowledge, expertise, or skill to control and direct the work necessary for the Project and requires the use of an independent contractor to do so.

D. City desires to retain Contractor to provide such tree maintenance services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform

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citywide tree maintenance services for the City's urban forest, as well as to provide and perform other similar tree maintenance services, to City for the Project on a routine, regularly scheduled, emergency, and as-needed on-call basis as set forth in Contractor's Proposal/Scope of Work, dated June __, 2021, and as set forth in City's Notice Inviting Bids and Specification for Citywide Tree Maintenance Services, dated May 24, 2021, which are each attached hereto as Exhibit "A" and Exhibit "B" respectively and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, personnel, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services, dated May 24, 2021; and, (3) the Contractor's signed, original Proposal/Scope of Work, dated June __, 2021, including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Hourly Rates and Unit Prices, ("Contractor's Proposal") submitted to City in response to City's Notice Inviting Bids for the Project, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services dated May 24, 2021, which are both attached hereto as Exhibit "A" and Exhibit "B." respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Notice Inviting Bids, including the City's Project Specifications, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Notice Inviting Bids and Specifications for Citywide Tree Maintenance Services (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations,

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Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first

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given by the City to the Contractor, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages. The City has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

1.9.1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

1.9.2. Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

1.9.3. Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

1.9.4. Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor

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Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

1.9.5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

1.9.6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

1.9.7. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (*See, e.g., Cal. Labor Code §1815.*)

1.9.8. Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

1.9.9. Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided

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the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Laguna Hills Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

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(A) **Indemnity**: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) **Defense**: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages**: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Hourly Rates/Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total annual maximum contract amount of _____ (\$_____.00) (hereinafter referred to as the "Annual Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the

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City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work shall remain fixed and unchanged for the first two (2) years of the term of this Agreement (i.e., from July 1, 2021 through June 30, 2023). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the

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Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 14, 2021 and ending on June 30, 2026 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project Task Order by the City. Furthermore, Contractor hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a Task Order will be issued to Contractor. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City without City first having issued a project Task Order.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: _____ (*Name & Corporate Title*). It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated

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by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other

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similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

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5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, five million dollars (\$5,000,000.00) in the general aggregate, and two million dollars (\$2,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least two million dollars (\$2,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor

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shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

5.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

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

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies, or Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of

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the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its elected and appointed officials, officers, employees, agents

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and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the sole negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books,

records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or the City Manager's designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

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8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Annual Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor represents and warrants that it will not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600

To Contractor :

Attention:

Telephone:
Facsimile:

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

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

SIGNATURE REQUIREMENTS --

For Contractors that are a corporation, two (2) Corporate Officers must sign and staff may request that a copy of their corporate resolution confirming the names and titles of their authorized signatories be provided to the City in advance for review and approval, and the signature requirements are as follows:

1) One signature by the Chairman of the Board, the President, or the Vice President,

-And-

2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

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For Contractors that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

ERICA PEZOLD,
Mayor

ATTEST:

MELISSA AU-YEUNG,
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONTRACTOR”

President

Secretary

EXHIBIT “A”

CONTRACTOR’S PROPOSAL/ SCOPE OF WORK

DATED: JUNE __, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

EXHIBIT “B”

CITY OF LAGUNA HILLS
NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE TREE MAINTENANCE SERVICES

DATED: MAY 24, 2021



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Chair and Agency Members
From: Talia Markison, Assistant Planner
Jennifer Lowe, Community Development Director
Issue: Conditional Use Permit (CUP) No. USE-0250-2025, a request by Shawn Zuo on behalf of Alliance Vet, for Approval of a Proposed Veterinary Hospital located at 25226 Cabot Road

Recommendation:

That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities); and
3. Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0250-2025, a request by Shawn Zuo on behalf of Alliance Vet, for Approval of a Veterinary Hospital in an existing 2,308 square-foot tenant space located at 25226 Cabot Road, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities)."

Background:

The Moulton Ranch Center ("Center") is a commercial retail center located on the south east corner of Cabot Road and La Paz Road. The property was developed under

the jurisdiction of the County of Orange and has received a number of land use entitlements over the years, mostly site improvements to the south end of the property. The Center is comprised of five parcels under the same ownership with an existing tenant mix of retail, restaurant, medical office, and service uses, as well as the Moulton Museum. The subject building consists of three businesses: a restaurant (Romano Cucina), medical office (Family Dental), and the subject tenant suite (proposed veterinary hospital).

Figure 1 - Site Aerial



Figure 2 - Vicinity Aerial



Authority:

Laguna Hills Municipal Code (“LHMC”) Chapter 9-56 (Animal Regulations) requires a conditional use permit (“CUP”) for any commercial animal facility including veterinary service hospitals on any lot within any zone where so permitted. The review process for a CUP is detailed in LHMC Section 9-92.080(C), which establishes the procedure the City must follow when evaluating such requests. The purpose of a CUP is to evaluate uses that may have a moderate to high potential impact on adjacent properties or the surrounding community, particularly due to their operational characteristics. When appropriate, a CUP may be approved with specific conditions to ensure the proposed use is compatible with the neighboring uses and consistent with community standards.

Staff reviewed the request and prepared findings demonstrating that the proposed CUP complies with the applicable provisions of the Zoning Code, including requirements established for the Freeway Commercial (“FC”) zoning district, and consistency with the City’s General Plan. These findings are listed in the proposed Resolution of Approval (Attachment A).

Proposal & Analysis:

The property owner, Mouldy, LLC, has authorized the Applicant, Shawn Zuo, to submit an application for approval of Conditional Use Permit USE-0250-2025 on behalf of Alliance Vet, a veterinary hospital at 25226 Cabot Road ("Project"). The veterinary hospital is proposed within an existing 2,308 square-foot tenant space within the Moulton Ranch Center.

The tenant space, previously occupied by an urgent care medical facility, will require interior tenant improvements for the veterinary hospital. The proposed floor plan (Attachment C) shows that the tenant space will include pet waiting areas, exam rooms, treatment rooms, and other related rooms. As applicable, the proposed tenant improvements will be subject to review and issuance of a building permit from the Building Division. There are no proposed exterior modifications other than a wall sign which will be reviewed and submitted under a separate building permit.

All business activities of the proposed veterinary hospital will be conducted solely within the tenant space as required under LHMC Section 9-56.020 and Condition of Approval No. 27 in the attached Resolution. The veterinary hospital will provide medical services exclusively for domestic dogs and cats. The hospital will not treat exotic animals, birds, reptiles, livestock, or wildlife. The proposed veterinary hospital will be available during normal operation hours, Monday through Saturday, from 8:00 a.m. to 6:00 p.m. No commercial boarding of animals nor pet daycare will be provided.

However, overnight hospitalization may be provided occasionally for medically necessary post-operative monitoring, intravenous fluid therapy, or short-term clinical observation.

The business operations include additional measures to mitigate any impacts from the pets on the Moulton Ranch Center or neighboring businesses. To manage pet waste, the proposed site plan includes an indoor and outdoor pet relief area (Attachment C). This measure has been taken to prevent pet relief-related incidents from occurring in front of the pet hospital, along adjacent storefronts, parking lot, and planter beds. The outdoor pet relief area has been designed to maintain clear visibility for visitors to the veterinary hospital. The area will be enclosed by a white picket fence and will include a signage post equipped with plastic waste bags and a designated trash receptacle. Given the absence of onsite irrigation, mulch is proposed as the ground cover as it provides a practical and maintainable surface that can be periodically cleaned and replaced as needed.

To minimize any noise impacts, the applicant proposes installation of enhanced sound-insulation and noise-dampening materials within wall assemblies to further reduce

noise impacts to neighboring tenant spaces. Additionally, the location of the kennels in the suite will be placed in an area with no shared walls of neighboring tenants. The Applicant will implement a comprehensive waste management program in compliance with local, state, and federal regulations. Medical waste (i.e., needles, other sharp instruments) will be regularly collected and disposed of by licensed third-party medical waste contractors. Other business operations include the need to dispose of animal waste, which will be through standard commercial trash service. The Applicant will provide a pet waste station with bags, sanitation items and disposal in the outdoor pet relief area, as required in Conditions of Approval No. 23 in the proposed resolution of approval (Attachment A).

Parking Analysis

The total tenant space for the proposed veterinary hospital is 2,308 square feet. According to LPMC Table 9-44.A, the parking requirement for 'veterinary office' is one parking stall per 200 square feet of gross floor area ("GFA"). Therefore, the proposed veterinary hospital has a parking requirement of 12 parking stalls. A Parking Demand Analysis was completed in 2012 by Linscott Law & Greenspan that evaluated the parking of the second and third parcels. The Moulton Ranch Center provides a surface lot containing 268 parking spaces shared by all tenants. The Analysis concluded that there was adequate parking on site to accommodate the existing uses with a minimum surplus of 20 parking spaces. The previous use of the subject tenant space was an urgent care medical facility that required 16 stalls at the medical office parking rate of 1 parking stall per 150 square feet of gross floor area. The proposed veterinary hospital requires 12 stalls, which will increase the existing surplus of parking availability. Therefore, adequate parking exists at the Center to accommodate the proposed business.

Conclusion:

Staff recommends the Planning Agency approve the proposed CUP, subject to the conditions of approval in the attached resolution. The proposed Veterinary Hospital complies with the requirements of the LPMC, Freeway Commercial zoning district and with the requirements of the General Plan Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation. The veterinary hospital is compatible with the General Plan description of the desired uses, by providing a medium intensity commercial use that serves the needs of the motoring public. Therefore, Staff recommends approval of CUP No. USE-0250-2025.

Public Notice:

The proposed project was advertised in an adjudicated newspaper of general circulation on April 30, 2026. A total of 27 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property. To date, no comments have been received. Any written comments received will be distributed at the Planning Agency Public Hearing.

CEQA Findings:

Staff reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). This exemption applies to the permitting or minor alteration of existing structures.

Fiscal Impact:

City regulations require applicants for development projects to reimburse the City for the actual fees and costs incurred by the City in conjunction with the City's review, evaluation, and processing of land use applications and reviewing proposed projects pursuant to the provisions of the California Environmental Quality Act ("CEQA"). The Applicant shall be responsible for payment of all applicable fees pertaining to development of the Project pursuant to the City's Comprehensive Fee Schedule.

Attachments:

1. Proposed Resolution of Approval
2. Business Narrative
3. Project Plans

RESOLUTION NO. PA2026-X-X-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0250-2025, A REQUEST BY SHAWN ZUO ON BEHALF OF ALLIANCE VET HOSPITAL TO ESTABLISH A VETRINARY HOSPITAL IN AN EXISTING 2,308 SQUARE FOOT TENANT SPACE LOCATED AT 25226 CABOT ROAD, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER CEQA GUIDELINES SECTION 15301 OF TITLE 14, CHAPTER 3 OF THE CALIFORNIA CODE OF REGULATIONS (CLASS 1, EXISTING FACILITIES)

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Shawn Zuo on behalf of Alliance Vet Hospital (“the Applicant”) has filed an application for Conditional Use Permit (CUP) No. 0250-2025 to establish a veterinary hospital in an existing 2,308 square foot tenant space located at 25226 Cabot Road in the (FC) Freeway Commercial zone; and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of Title 14, Chapter 3 of the California Code of Regulations. This exemption applies to the permitting or minor alteration of existing structures; and

WHEREAS, on May 26, 2026, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1.

The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2.

That the required findings by the City for approval of CUP No. USE-0250-2025 have been met and are made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Freeway Commercial designation to provide commercial uses that serve the needs of the motoring public in the local community and the regional area. In addition, typical uses allowed include those uses allowed by the Freeway Commercial designation which consist of restaurants, discount warehouse outlets, service stations, and hotels and motels. The proposed veterinary hospital use is compatible with the General Plan's description of the desired uses in the FC ,Freeway Commercial land use designation.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The proposed use is located in the Freeway Commercial (FC) zoning district, in the eastern portion of Laguna Hills, adjacent to Interstate 5 freeway on the southeast corner of La Paz Road and Cabot Road. The surrounding area consists of restaurant use to the north, office uses to the west, retail and service uses to the south and the Interstate 5 freeway to the east. The uses in the Center consist of a mix of uses including retail, restaurant, medical office, service use and the Moulton Museum. The proposed use is consistent with other service uses at Moulton ranch Center located along Cabot Road and adds to the variety of services available to the motoring community. The proposed veterinary hospital use will be conducted entirely inside the tenant space ensuring compatibility with adjoining businesses. Conditions of Approval No. 24 and 25 have been added to ensure the proposed veterinary clinic use will comply with Laguna Hills Noise Ordinance to protect the adjoining businesses from any unwanted sound intrusions from the use, although none are anticipated.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

Moulton Ranch Center is a 9-acre site comprised of 5 parcels with a total of 6 buildings, a McDonald's drive-thru, and 76 Gas Station. The Center is situated along Cabot Road and is designed with multiple access points from Cabot Road. However, not all portions of the Center are internally connected by driveways. As a result of this configuration and limited internal connectivity, the parking areas are divided into multiple separate sections. There are 268 shared parking spaces located at the Center at the subject second and third parcels. The Center is also improved with required landscaping around the perimeter and interior areas of the site. The Center is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to

serve the use and ensure it is properly integrated with existing uses in the vicinity through existing shared improvements at the Center such as utilities, parking, landscaping, and pedestrian and vehicular access. The proposed use is a typical service use found in other shopping centers in Laguna Hills does not require unique or unusual site improvements to operate. The use will operate entirely within the confines of an existing vacant tenant space on the Center, and the Applicant will be able to make necessary tenant improvements to the tenant space to operate the use.

4. All required development standards prescribed by the Development Code can be achieved.

The site is typical of other commercial shopping centers in Laguna Hills in terms of the nature of the improvements provided that result in a functioning commercial property. The existing improvements are sufficient to serve the use consisting of existing shared improvements on the site such as utilities, parking, landscaping, and pedestrian and vehicular access which comply with the City's development standards, or will comply as conditioned. The proposed veterinary hospital use will be located within an existing building, and tenant upgrades are proposed to serve the use, including accessibility upgrades.

5. That the conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions have been placed on the proposed veterinary hospital in order to ensure that the use is compatible with adjacent uses. Such conditions include that all business activities shall take place within the tenant space (Condition 27), that boarding of animals is prohibited unless necessary (Condition 28), and that the property must be kept in a condition that meets property maintenance standards identified in the Laguna Hills Municipal Code (Condition 24). These conditions help to ensure that the veterinary clinic will not adversely affect adjacent uses due to excess noise, unpleasant smells, or property maintenance issues.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. USE-0250-2025 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: Shawn Zuo on behalf of Alliance Vet Hospital, the owners(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the Conditional

Use Permit (CUP) No. USE-0250-2025, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.

3. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the Project, as modified by these Conditions of Approval, including but not limited to the following: application form (submitted December 27, 2025), letter of justification (dated March 24, 2026), Site Plan/Floor Plan (dated March 23, 2026).
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
7. The Applicant shall agree in writing to these conditions of approval within 30 days

of the Planning Agency's approval.

8. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.
9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from May 26, 2026.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.

Permitting

12. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2025 California Building Code, prior to commencement of any work for which a permit is required.
13. All construction shall comply with 2025 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.
14. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.
15. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.
16. The Applicant shall submit Construction and Demolition Waste Recycling Program paper work if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
17. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by the 2025 California Building Code.
18. Prior to issuance of building permits, the Applicant shall apply for a Certificate of Use and Occupancy (COUO) for the proposed veterinary clinic, and the Applicant

shall obtain the Certificate before conducting operations.

19. The Applicant is advised that the business will need to comply with CalRecycle's requirements of AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling). The City will begin to enforce requirements no later than January 1, 2026.

Operations

20. This Conditional Use permit shall be for a veterinary hospital as described in the Applicant's business narrative submitted in the Application Packet dated March 24, 2026. The Applicant's hours of operation, business operations, required parking, and other related uses shall adhere to the information provided in the business narrative and as conditioned with this Conditional Use Permit.
21. Hours of operation shall be limited to the hours of Monday through Saturday, from 8:00 a.m. to 6:00 p.m. Requests to change the hours of operation shall be submitted to the Community Development Director ("Director") for review and approval.
22. Delivered materials shall be promptly stored entirely within the veterinary clinic tenant space. No equipment or materials shall be permitted to remain outdoors at any time with the exception of the pet relief area.
23. The veterinary hospital shall provide an outdoor pet relief area in the adjacent landscape buffer that shall be regularly cleaned and maintained. The area shall include a waste bag dispenser and receptacle. The operator shall ensure that odors are minimized to the furthest extent possible. The mulch ground cover shall be periodically replaced.
24. The veterinary hospital shall be permanently maintained in an orderly fashion by the provision of regular removal of trash and debris, and comply with all property maintenance standards as required by LHMC Chapter 9-74. The operator shall ensure that staff regularly monitors the areas around the veterinary hospital, including the parking area, to pick up animal waste and address any other maintenance issues that occur as veterinary patrons/patients bring their animals to the site.
25. If at any time in the future the Community Development Director determines there are trash or debris issues, complaints, or problems, including trash overflow, or smells emanating from the trash area, the Applicant shall prepare a trash management plan, to resolve and remedy identified issues, for review and approval by the Community Development Director.
26. All business activities shall comply with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24) at all times. The applicant shall provide soundproofing measures sufficient to contain animal noise within the tenant

space.

27. All business activities shall be conducted entirely indoors and exterior doors will not be propped open except momentarily for deliveries and similar business operations. No business operations shall be permitted to occur outside with the exception of providing pet relief.
28. General non-medical, commercial animal boarding and daycare services are prohibited. Boarding of animals on the premises shall be permitted only when incidental to and necessary for the provision of veterinary medical care, including but not limited to post-operative monitoring, treatment, or other medically indicated supervision as determined by a licensed veterinarian. At no time shall the facility operate as a kennel or offer boarding services for non-medical, convenience, or recreational purposes. Documentation supporting the medical necessity for any boarded animal shall be maintained and made available to the City upon request.
29. Animals shall be supervised at all times when outside and when brought to and from the facility. Animals shall be properly controlled and restrained in a manner that provides both the animal and general public reasonable protection. As appropriate, animals shall be contained in a crate, cage, or similar enclosure of adequate size or restrained by a substantial chain or leash, not exceeding six feet in length.
30. In the event of adverse impacts on the health, safety, welfare, or operational environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police Services shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

PASSED, APPROVED AND ADOPTED this 26th day of May 2026.

DON CASKEY, CHAIR

ATTEST:

KAREN HAMMAN, INTERIM CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2026-X-X-X adopted by the Planning Agency of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 26th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAREN HAMMAN, INTERIM CITY CLERK

Alliance Veterinary Hospital - Business Narrative

Company Summary

Alliance Veterinary Hospital is an independent, full-service veterinary practice dedicated to providing high-quality, compassionate care for pets in the South Orange County area. Located at 25226 Cabot Road, the hospital serves rapidly growing communities such as Mission Viejo, Lake Forest, Aliso Viejo, and Laguna Hills, as well as the Laguna Woods area, which has a significant population of senior pet owners.

Founder & Experience

Dr. Chen brings approximately seven years of veterinary experience, with a focus on surgery, dentistry, common canine and feline medical conditions, and preventive wellness care. She combines hands-on medical expertise with a commitment to client education, helping pet owners make informed decisions that enhance their pets' quality of life.

Mission & Vision

Alliance Veterinary Hospital aspires to be a trusted resource where pet owners think of the practice first whenever their animals need medical attention or routine care. The hospital plans to collaborate with specialists to provide a seamless, comprehensive healthcare environment and foster a professional community for veterinarians, vet technicians, and assistants who share a commitment to high-quality care.

Services & Approach

The hospital offers general veterinary care, preventive wellness exams, surgical and dental procedures, and collaborates with specialty services as needed. Alliance Veterinary Hospital uses a cloud-based Practice Management Software to integrate appointment scheduling, vaccine records, lab results, imaging results, and reminders for upcoming care. The facility is designed to be family-friendly, calm, and approachable, staffed by trustworthy professionals who prioritize clear communication and client comfort. Walk-in appointments are welcomed whenever possible, provided they do not interfere with scheduled visits.

Noise Impacts & Mitigation Measures

The primary potential source of noise associated with the operation of Alliance Veterinary Hospital is limited to occasional canine vocalization. No outdoor kennels will be provided, and no mechanical or industrial equipment generating significant external noise is anticipated. To minimize any potential noise impacts on neighboring businesses and surrounding properties, the hospital will implement the following operational mitigation measures:

- All animal housing will be located indoors.

- The kennel and hospitalization areas will be designed and placed away from shared or exterior walls.
- Surgical and dental procedures will be conducted only during regular daytime business hours.
- Staff will be trained in gentle handling and stress-reduction techniques to minimize anxiety-related barking.

In addition to operational controls, Alliance Veterinary Hospital will incorporate physical sound-mitigation features into the facility design. Where kennel or hospitalization areas are adjacent to shared or exterior walls, the hospital will install enhanced sound-insulation and noise-dampening materials within wall assemblies to further reduce sound transmission to neighboring tenant spaces.

These sound-mitigation measures may include, but are not limited to, upgraded wall insulation, acoustic panels, resilient channels, or other commercially reasonable sound-attenuation construction methods consistent with building code requirements and standard veterinary facility design practices. The hospital will make reasonable good-faith efforts to ensure that any interior spaces used for animal housing are acoustically buffered from shared walls and exterior building walls to minimize potential noise impacts on adjacent businesses. No outdoor animal runs, outdoor kennels, or amplified sound systems will be utilized as part of the hospital's operations.

The hospital will cooperate in good faith with the City to address any verified noise concerns that may arise during operations.

Animal Boarding, Hospitalization, and Kennel Use

Alliance Veterinary Hospital will not operate as a general boarding or pet daycare facility. The hospital will provide short-term, medically necessary hospitalization only, such as for post-operative monitoring, intravenous fluid therapy, or short-term clinical observation. Hospitalization will be determined on a case-by-case basis. Animals that exhibit excessive anxiety, frequent barking, or behaviors likely to generate noise disturbances will not be accepted for overnight or extended hospitalization. Feline patients, which generally present lower noise risk, may be hospitalized when medically appropriate. All hospitalized animals will be housed in indoor kennels located away from shared walls and exterior building walls to further minimize any potential noise transmission.

Types of Animals Treated

Alliance Veterinary Hospital will provide veterinary medical services exclusively for domestic dogs and cats. The hospital will not treat exotic animals, birds, reptiles, livestock, or wildlife.

Days and Hours of Operation

Alliance Veterinary Hospital will operate six (6) days per week, Monday through Saturday, and will remain closed on Sundays. Standard business hours will be from 8:00 a.m. to 6:00 p.m.

Waste Disposal Plan

Alliance Veterinary Hospital will implement a comprehensive waste management program in compliance with all applicable local, state, and federal regulations.

The hospital's waste disposal practices will include:

- Use of approved sharps containers for needles and sharp instruments, with regular collection and disposal by licensed third-party medical waste contractors.
- Temporary, compliant storage of regulated medical waste (such as blood and tissue) prior to removal by licensed medical waste disposal services.
- Proper handling and disposal of pharmaceuticals and chemical waste in accordance with California regulatory requirements.
- Disposal of anesthesia-related consumables and materials in compliance with applicable regulations.
- On-site laundering of soiled linens and reusable materials in accordance with sanitary and infection-control standards.

These procedures are designed to ensure safe, sanitary, and environmentally responsible waste handling practices.

Operations & Staffing

Alliance Veterinary Hospital plans to operate six days a week during daytime business hours. The initial team will include one full-time veterinarian, supplemented by one part-time or relief veterinarian as needed. The support staff will consist of two veterinary assistants, with the potential addition of one veterinary technician or assistant, and a surgery supervisor who will assist with surgeries and dental procedures once or twice a week.

Philosophy

Dr. Chen believes that consistent preventive care and timely treatment are key to extending pets' lives and improving their quality of life. By combining accessible surgical services, personalized attention, and a supportive environment, Alliance Veterinary Hospital aims to deliver practical, high-quality care while building long-lasting relationships with pets and their owners.

PET CLINIC T.I.
25226 CABOT RD, LAGUNA HILLS, CA 92653

GENERAL NOTE

1. ALL WORK SHALL CONFORM TO THE BUILDING CODES LISTED IN THESE DOCUMENTS AND ALL CURRENT REVISIONS AND REGULATIONS AS INSTITUTED BY THE LOCAL BUILDING AUTHORITY.
2. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF OR HERSELF WITH THE EXISTING CONDITIONS OF THE PROJECT SITE AND ADJACENCIES. ALL DISCREPANCIES OR CONFLICTS WITHIN THE DOCUMENTS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR RESOLUTION. FAILURE TO INFORM THE ARCHITECT PRIOR TO BEGINNING OF THE WORK SHALL CONSTITUTE ACCEPTANCE OF THE DOCUMENTS AND CONDITIONS BY THE CONTRACTOR AND THE WORK SHALL BE COMPLETED AS DEFINED IN THE DOCUMENTS WITHOUT ADDITIONAL COST OR TIME DUE TO THE DISCREPANCIES, CONFLICTS OR OMISSIONS.
3. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT AND HIS CONSULTANTS SHALL NOT INCLUDE, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES REQUIRED, WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL MAKE FIELD MEASUREMENTS NECESSARY FOR THIS WORK, AND BE RESPONSIBILITY FOR THEIR ACCURACY. VERIFY ALL DIMENSIONS, GRADES AND CONDITIONS OF THE WORK BEFORE AND DURING CONSTRUCTION.
5. REFERENCE TO ANY PARTICULAR DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWING. NOTES AND DETAILS SHALL APPLY TO ALL NOTE UNLESS NOTED OTHERWISE.
6. DAMAGE TO EXISTING CONSTRUCTION DAMAGED DURING THE PERFORMANCE OF THIS WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL MAINTAIN THE SITE, BUILDINGS AND ADJACENT STREETS CLEAN AND FREE OF ACCUMULATION OF CONSTRUCTION DEBRIS.

DEFERRED SUBMITTALS

NONE

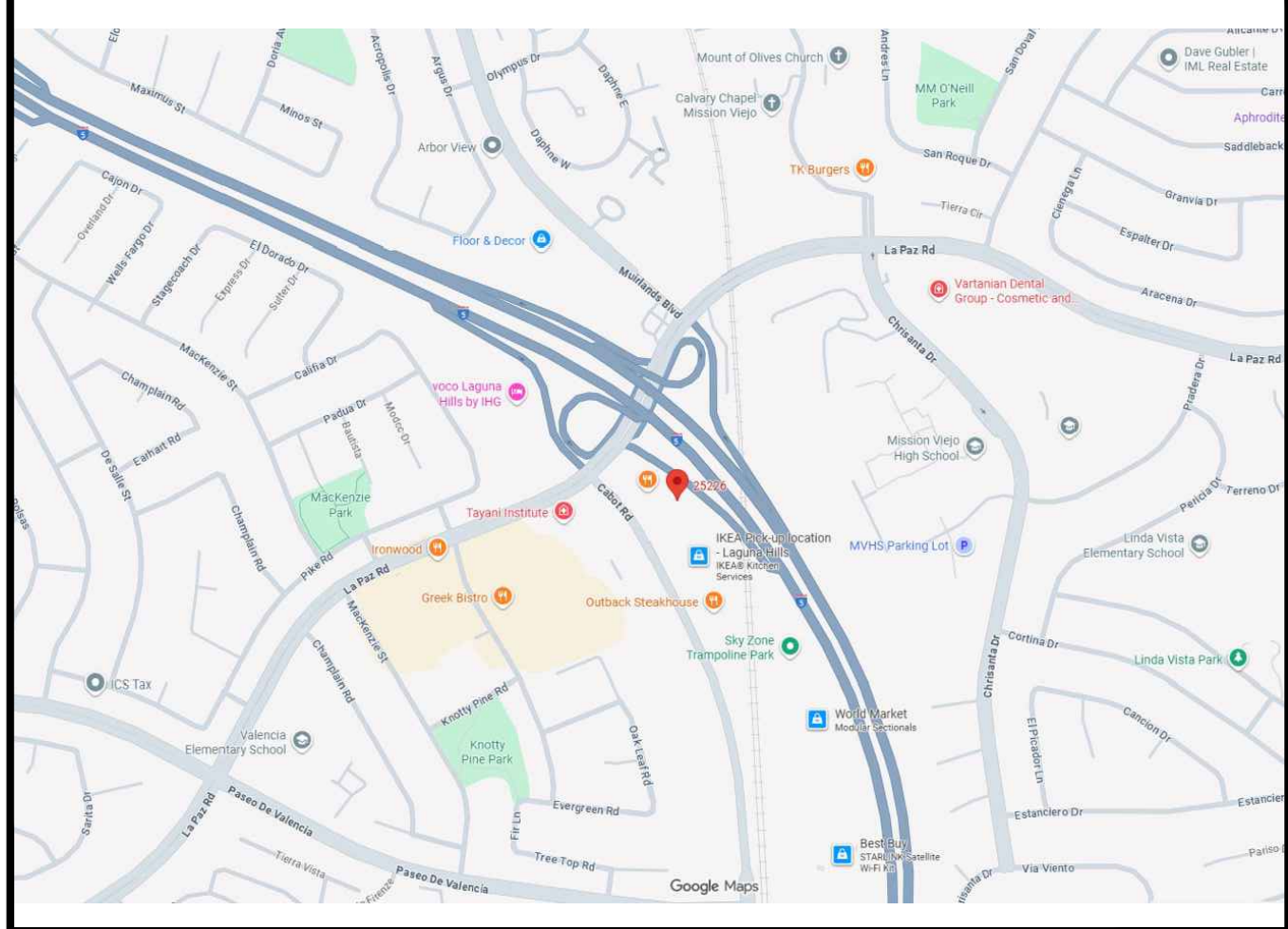
SCOPE OF WORK

TENANT IMPROVEMENT, 2308 SF
-DEMOLISH NON-BEARING WALLS.
-NEW PARTITION WALLS.
-NEW OUTLETS.
-NEW LIGHTING FIXTURES.

SHEET INDEX

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A-121	NEW FLOOR PLAN
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VICINITY MAP



CODES OF DESIGN

- 1-2022 CALIFORNIA BUILDING CODE-TITLE 24, PART 2
- 2-2022 CALIFORNIA ELECTRICAL CODE-TITLE 24, PART 3
- 3-2022 CALIFORNIA MECHANICAL CODE-TITLE 24, PART 4
- 4-2022 CALIFORNIA PLUMBING CODE-TITLE 24, PART 5
- 5-2022 CALIFORNIA ENERGY CODE-TITLE 24, PART 6
- 6-2022 CALIFORNIA GREEN BUILDING STANDARDS CODE-TITLE 24, PART 11
- 7-2022 CALIFORNIA FIRE CODE-TITLE 24, PART 9
- 8-LAGUNA HILLS MUNICIPAL CODE

DRAWING ABBRIVATIONS

#	POUND OR NUMBER	FO	FACE OF
&	AND		
@	AT	GA	GAUGE
ACT	ACOUSTIC CEILING TILE	GALV	GALVANIZED
AFF	ABOVE FINISHED FLOOR	GFA	GROSS FLOOR AREA
ALUM	ALUMINUM	HR	HOUR
BOT	BOTTOM	INSUL	INSULATED OR INSULATION
CJ	CONTROL JOINT	MAX	MAXIMUM
CLG	CEILING	MIN	MINIMUM
CLR	CLEAR		
CMU	CONCRETE MASONRY UNIT	(N)	NEW
COL	COLUMN	NO	NUMBER
CONC	CONCRETE		
CONT	CONTINUOUS	OC	ON CENTER
		OZ	OUNCE
DBL	DOUBLE		
DEMO	DEMOLISH OR DEMOLITION	REQD	REQUIRED
DIA	DIAMETER	RM	ROOM
DIM	DIMENSION		
DN	DOWN	SIM	SIMILAR
DR	DOOR	SPEC	SPECIFIED OR SPECIFICATION
DWG	DRAWING	STL	STEEL
		TO	TOP OF
		TYP	TYPICAL
EA	EACH		
EL	ELEVATION		
ELEC	ELECTRICAL		
ELEV	ELEVATOR OR ELEVATION	UNO	UNLESS NOTED OTHERWISE
(E)	EXISTING		
EX	EXISTING	VIF	VERIFY IN FIELD
		VP	VISION PANEL
FD	FLOOR DRAIN OR		
	FIRE DEPARTMENT	W/	WITH
FLR	FLOOR	WD	WOOD

PROJECT DATA

LOT INFORMATION			
APN	620-031-22		
LOT SIZE	212,972 SF		
ZONING	FC		
LEGAL DESCRIPTION:			
P BK 380 PG 21 PAR 2 PM 380-21 POR OF PAR 2			
BUILDING INFORMATION			
	EXISTING	PROPOSED	NOTES
USE	CLINIC	NO CHANGE	
OCCUPANCY	B	NO CHANGE	
CONSTRUCTION	V-B	NO CHANGE	
SPRINKLER	NONE	NO CHANGE	
FLOOR AREA	2,308 SF	NO CHANGE	
NO. OF STORY	1	NO CHANGE	

PROJECT DIRECTORY

OWNER/OWNER REPRESENTATIVE
SHAWN ZUO
25226 CABOT RD,
LAGUNA HILLS, CA 92653
TEL: (626)399-2555
EMAIL: SHAWN.SQDS@GMAIL.COM

ARCHITECT
SEQUOIAS DESIGN
1139 S DIAMOND BAR BLVD #G,
DIAMOND BAR, CA 91765
TEL: (626)399-2555
EMAIL: SHAWN.SQDS@GMAIL.COM



1139 S DIAMOND BAR BLVD #G,
DIAMOND BAR, CA 91765
PHONE: (626)399-2555
SHAWN.SQDS@GMAIL.COM

SEAL:

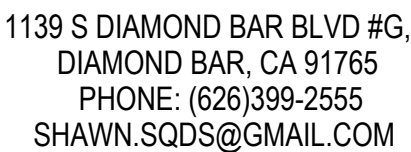
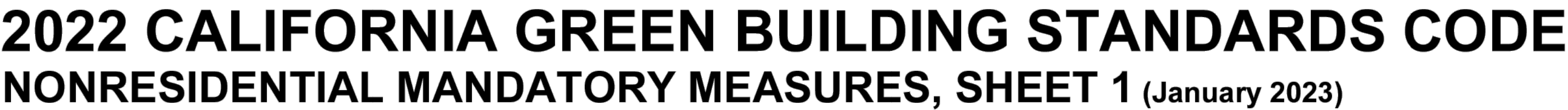
REV#	DESCRIPTION	DATE

- ☐ PRELIMINARY
☒ PLAN CHECK
☐ BID
☐ AS-BUILT

PROJECT INFORMATION

PET CLINIC T.I.
25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	

[illegible]

- CALGREEN REQUIREMENTS**
-
- PET CLINIC T.I.**
25226 CABOT RD,
LAGUNA HILLS, CA 92653

SHEET 1

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DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODEBOOK.



2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

NONRESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

Y	N/A	RESP.	PARTY												
☐	☐														
SECTION 5.303 INDOOR WATER USE															
5.303.1 METERS. Separate submeters or metering devices shall be installed for the uses described in Sections 503.1.1 and 503.1.2.															
5.303.1.1 Buildings in excess of 50,000 square feet. Separate submeters shall be installed as follows:															
1. For each individual leased, rented or other tenant space within the building projected to consume more than 100 gals/day (380 L/day), including, but not limited to, spaces used for laundry or cleaners, restaurant or food service, medical or dental office, laboratory, or beauty salon or barber shop.															
2. Where separate submeters for individual building tenants are unfeasible, for water supplied to the following subsystems:															
a. Makeup water for cooling towers where flow through is greater than 500 gpm (30 L/s).															
b. Makeup water for evaporative coolers greater than 6 gpm (0.04 L/s).															
c. Steam and hot water boilers with energy input more than 500,000 Btu/h (147 kW).															
5.303.1.2 Excess consumption. A separate submeter or metering device shall be provided for any tenant within a new building or within an addition that is projected to consume more than 1,000 gals/day.															
☐	☐														
5.303.3 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following:															
5.303.3.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-Type toilets.															
Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.															
☐	☐														
5.303.3.2 Urinals.															
5.303.3.2.1 Wall-mounted Urinals. The effective flush volume of wall-mounted urinals shall not exceed 0.125 gallons per flush.															
☐	☐														
5.303.3.2.2 Floor-mounted Urinals. The effective flush volume of floor-mounted or other urinals shall not exceed 0.5 gallons per flush.															
☐	☐														
5.303.3.3 Showerheads. [BSC-CG]															
5.303.3.3.1 Single showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.															
5.303.3.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time.															
Note: A hand-held shower shall be considered a showerhead.															
☐	☐														
5.303.3.4 Faucets and fountains.															
☐	☐														
5.303.3.4.1 Nonresidential Lavatory faucets. Lavatory faucets shall have a maximum flow rate of not more than 0.5 gallons per minute at 60 psi.															
5.303.3.4.2 Kitchen faucets. Kitchen faucets shall have a maximum flow rate of not more than 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.															
5.303.3.4.3 Wash fountains. Wash fountains shall have a maximum flow rate of not more than 1.8 gallons per minute/20 [rim space (inches) at 60 psi].															
5.303.3.4.4 Metering faucets. Metering faucets shall not deliver more than 0.20 gallons per cycle.															
5.303.3.4.5 Metering faucets for wash fountains. Metering faucets for wash fountains shall have a maximum flow rate of not more than 0.20 gallons per minute/20 [rim space (inches) at 60 psi].															
Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.															
5.303.3.4.6 Pre-rinse spray valve. When installed, shall meet the requirements in the <i>California Code of Regulations</i> , Title 20 (Appliance Efficiency Regulations), Section 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7), and shall be equipped with an integral automatic shutoff.															
FOR REFERENCE ONLY: The following table and code section have been reprinted from the <i>California Code of Regulations</i> , Title 20 (Appliance Efficiency Regulations), Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).															
<table><thead><tr><th colspan="2">TABLE H-2</th></tr><tr><th colspan="2">STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019</th></tr><tr><th>PRODUCT CLASS [spray force in ounce force (ozf)]</th><th>MAXIMUM FLOW RATE (gpm)</th></tr></thead><tbody><tr><td>Product Class 1 (≤ 5.0 ozf)</td><td>1.00</td></tr><tr><td>Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)</td><td>1.20</td></tr><tr><td>Product Class 3 (> 8.0 ozf)</td><td>1.28</td></tr></tbody></table>				TABLE H-2		STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019		PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)	Product Class 1 (≤ 5.0 ozf)	1.00	Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20	Product Class 3 (> 8.0 ozf)	1.28
TABLE H-2															
STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019															
PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)														
Product Class 1 (≤ 5.0 ozf)	1.00														
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20														
Product Class 3 (> 8.0 ozf)	1.28														
☐	☐														
5.303.4 COMMERCIAL KITCHEN EQUIPMENT.															
☐	☐														
5.303.4.1 Food Waste Disposers. Disposers shall either modulate the use of water to no more than 1 gpm when the disposer is not in use (not actively grinding food waste/no-load) or shall automatically shut off after no more than 10 minutes of inactivity. Disposers shall use no more than 8 gpm of water.															
Note: This code section does not affect local jurisdiction authority to prohibit or require disposer installation.															
5.303.5 AREAS OF ADDITION OR ALTERATION. For those occupancies within the authority of the California Building Standards Commission as specified in Section 103, the provisions of Section 5.303.3 and 5.303.4 shall apply to new fixtures in additions or areas of alteration to the building.															
5.303.6 STANDARDS FOR PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures and fittings shall be installed in accordance with the <i>California Plumbing Code</i> , and shall meet the applicable standards referenced in Table 1701.1 of the <i>California Plumbing Code</i> and in Chapter 6 of this code.															
☐	☐														
SECTION 5.304 OUTDOOR WATER USE															
5.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Nonresidential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.															
Notes:															
1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the California Code of Regulations, Title 23, Chapter 2.7, Division 2.															
2. MWELO and supporting documents, including a water budget calculator, are available at: https://www.water.ca.gov/ .															
☐	☐														
5.304.6 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. For public schools and community colleges, landscape projects as described in Sections 5.304.6.1 and 5.304.6.2 shall comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO) commencing with Section 490 of Chapter 2.7, Division 2, Title 23, <i>California Code of Regulations</i> , except that the evapotranspiration adjustment factor (ETAF) shall be 0.85 with an additional water allowance for special landscape areas (SLA) of 0.35.															
Exception: Any project with an aggregate landscape area of 2,500 square feet or less may comply with the prescriptive measures contained in Appendix D of the MWELO.															
5.304.6.1 Newly constructed landscapes. New construction projects with an aggregate landscape area equal to or greater than 500 square feet.															
5.304.6.2 Rehabilitated landscapes. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 1,200 square feet.															
DIVISION 5.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY															
SECTION 5.401 GENERAL															
5.401.1 SCOPE. The provisions of this chapter shall outline means of achieving material conservation and resource efficiency through protection of buildings from exterior moisture, construction waste diversion, employment of techniques to reduce pollution through recycling of materials, and building commissioning or testing and adjusting.															
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Y	N/A	RESP.	PARTY
☐	☐		
SECTION 5.402 DEFINITIONS			
5.402.1 DEFINITIONS. The following terms are defined in Chapter 2 (and are included here for reference)			
ADJUST. To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.			
BALANCE. To proportion flows within the distribution system, including sub-mains, branches and terminals, according to design quantities.			
BUILDING COMMISSIONING. A systematic quality assurance process that spans the entire design and construction process, including verifying and documenting that building systems and components are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.			
ORGANIC WASTE. Food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food soiled paper waste that is mixed in with food waste.			
TEST. A procedure to determine quantitative performance of a system or equipment			
☐	☐		
SECTION 5.407 WATER RESISTANCE AND MOISTURE MANAGEMENT			
5.407.1 WEATHER PROTECTION. Provide a weather-resistant exterior wall and foundation envelope as required by California Building Code Section 1402.2 (Weather Protection), manufacturer's installation instructions or local ordinance, whichever is more stringent.			
5.407.2 MOISTURE CONTROL. Employ moisture control measures by the following methods.			
5.407.2.1 Sprinklers. Design and maintain landscape irrigation systems to prevent spray on structures.			
5.407.2.2 Entries and openings. Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings as follows:			
5.407.2.2.1 Exterior door protection. Primary exterior entries shall be covered to prevent water intrusion by using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following:			
1. An installed swing at least 4 feet in depth.			
2. The door is protected by a roof overhang at least 4 feet in depth.			
3. The door is recessed at least 4 feet.			
4. Other methods which provide equivalent protection.			
5.407.2.2.2 Flashing. Install flashings integrated with a drainage plane.			
SECTION 5.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING			
☐	☐		
5.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste in accordance with Section 5.408.1.1, 5.408.1.2 or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent.			
5.408.1.1 Construction waste management plan. Where a local jurisdiction does not have a construction and demolition waste management ordinance, submit a construction waste management plan that:			
1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.			
2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).			
3. Identifies diversion facilities where construction and demolition waste material collected will be taken.			
4. Specifies that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.			
5.408.1.2 Waste Management Company. Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with this section.			
Note: The owner or contractor shall make the determination if the construction and demolition waste material will be diverted by a waste management company.			
Exceptions to Sections 5.408.1.1 and 5.408.1.2:			
1. Excavated soil and land-clearing debris.			
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.			
3. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities and markets.			
5.408.1.3 Waste stream reduction alternative. The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65% minimum requirement as approved by the enforcing agency.			
5.408.1.4 Documentation. Documentation shall be provided to the enforcing agency which demonstrates compliance with Sections 5.408.1.1, through 5.408.1.3. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.			
Notes:			
1. Sample forms found in "A Guide to the California Green Building Standards Code (Nonresidential)" located www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen may be used to assist in documenting compliance with the waste management plan.			
2. Mixed construction and demolition debris processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).			
☐	☐		
5.408.2 UNIVERSAL WASTE. [A] Additions and alterations to a building or tenant space that meet the scoping provisions in Section 301.3 for nonresidential additions and alterations, shall require verification that Universal Waste items such as fluorescent lamps and ballast and mercury containing thermostats as well as other California prohibited Universal Waste materials are disposed of properly and are diverted from landfill. A list of prohibited Universal Waste materials shall be included in the construction documents.			
Note: Refer to the Universal Waste Rule link at: http://www.dtsc.ca.gov/universalwaste/			
5.408.3 EXCAVATED SOIL AND LAND CLEARING DEBRIS. 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed.			
Exception: Reuse, either on or off-site, of vegetation or soil contaminated by disease or pest infestation.			
Notes:			
1. If contamination by disease or pest infestation is suspected, contact the County Agricultural Commissioner and follow its direction for recycling or disposal of the material.			
2. For a map of known pest and/or disease quarantine zones, consult with the California Department of Food and Agriculture. (www.cdffa.ca.gov)			
☐	☐		
SECTION 5.410 BUILDING MAINTENANCE AND OPERATIONS			
5.410.1 RECYCLING BY OCCUPANTS. Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waste, and metals or meet a lawfully enacted local recycling ordinance, if more restrictive.			
Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code 42649.82 (a)(2)(A) at seq. shall also be exempt from the organic waste portion of this section.			
5.410.1.1 Additions. All additions conducted within a 12-month period under single or multiple permits, resulting in an increase of 30% or more in floor area, shall provide recycling areas on site.			
Exception: Additions within a tenant space resulting in less than a 30% increase in the tenant space floor area.			
5.410.1.2 Sample ordinance. Space allocation for recycling areas shall comply with Chapter 18, Part 3, Division 30 of the Public Resources Code. Chapter 18 is known as the California Solid Waste Reuse and Recycling Access Act of 1991 (Act).			
Note: A sample ordinance for use by local agencies may be found in Appendix A of the document at the CalRecycle's web site.			
SECTION 5.410.2 COMMISSIONING. [N] New buildings 10,000 square feet and over. For new buildings 10,000 square feet and over, building commissioning shall be included in the design and construction processes of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements. Commissioning shall be performed in accordance with this section by trained personnel with experience on projects of comparable size and complexity. For occupancies that are not regulated by OSHPD or for occupancies and L-occupancies that are not regulated by the California Energy Code Section 100.0 Scope, all requirements in Sections 5.410.2 through 5.410.2.6 shall apply.			
Note: For energy-related systems under the scope (Section 100) of the California Energy Code, including heating, ventilation, air conditioning (HVAC) systems and controls, indoor lighting systems and controls, as well as water heating systems and controls, refer to California Energy Code Section 120.8 for commissioning requirements			
Commissioning requirements shall include:			
1. Owner's or Owner representative's project requirements.			
2. Basis of design.			
3. Commissioning measures shown in the construction documents.			
4. Commissioning plan.			
5. Functional performance testing.			
6. Documentation and training.			
7. Commissioning report.			
Exceptions:			
1. Unconditioned warehouses of any size.			
2. Areas less than 10,000 square feet used for offices or other conditioned accessory spaces within unconditioned warehouses.			
3. Tenant improvements less than 10,000 square feet as described in Section 303.1.1.			
4. Open parking garages of any size, or open parking garage areas, of any size, within a structure.			
Note: For the purposes of this section, unconditioned shall mean a building, area, or room which does not provide heating and/or air conditioning.			
Informational Notes:			
1. IAS AC 476 is an accreditation criteria for organizations providing training and/or certification of commissioning personnel. AC 476 is available to the Authority Having Jurisdiction as a reference for qualifications of commissioning personnel. AC 476 does not certify individuals to conduct functional performance tests or to adjust and balance systems.			
2. Functional performance testing for heating, ventilation, air conditioning systems and lighting controls must be performed in compliance with the California Energy Code.			
5.410.2.1 Owner's or Owner Representative's Project Requirements (OPR). [N] The expectations and requirements of the building appropriate to its phase shall be documented before the design phase of the project begins. This documentation shall include the following:			
1. Environmental and sustainability goals.			
2. Building sustainable goals.			
3. Indoor environmental quality requirements.			
4. Project program, including facility functions and hours of operation, and need for after hours operation.			
5. Equipment and systems expectations.			
6. Building occupant and operation and maintenance (O&M) personnel expectations.			
5.410.2.2 Basis of Design (BOD). [N] A written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project. The Basis of Design document shall cover the following systems:			
1. Renewable energy systems.			
2. Landscape irrigation systems.			
3. Water reuse system.			
5.410.2.3 Commissioning plan. [N] Prior to permit issuance a commissioning plan shall be completed to document how the project will be commissioned. The commissioning plan shall include the following:			
1. General project information.			
2. Commissioning goals.			
3. Systems to be commissioned. Plans to test systems and components shall include:			
a. An explanation of the original design intent.			
b. Equipment and systems to be tested, including the extent of tests.			
c. Functions to be tested.			
d. Conditions under which the test shall be performed.			
e. Measurable criteria for acceptable performance.			
4. Commissioning process activities, schedules and responsibilities. Plans for the completion of commissioning shall be included.			
5.410.2.4 Functional performance testing. [N] Functional performance tests shall demonstrate the correct installation and operation of each component, system and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing each of the building components tested, the testing methods utilized, and include any readings and adjustments made.			
5.410.2.5 Documentation and training. [N] A Systems Manual and Systems Operations Training are required, including Occupational Safety and Health Act (OSHA) requirements in <i>California Code of Regulations</i> (CCR), Title 8, Section 5142, and other related regulations.			
5.410.2.5.1 Systems manual. [N] Documentation of the operational aspects of the building shall be completed within the systems manual and delivered to the building owner or representative. The systems manual shall include the following:			
1. Site information, including facility description, history and current requirements.			
2. Site contact information.			
3. Basic operations and maintenance, including general site operating procedures, basic troubleshooting, recommended maintenance requirements, site events log.			
4. Major systems.			
5. Site equipment inventory and maintenance notes.			
6. A copy of verifications required by the enforcing agency or this code.			
7. Other resources and documentation, if applicable.			
5.410.2.5.2 Systems operations training. [N] A program for training of the appropriate maintenance staff for each equipment type and/or system shall be developed and documented in the commissioning report and shall include the following:			
1. System/equipment overview (what it is, what it does and with what other systems and/or equipment it interfaces).			
2. Review and demonstration of servicing/preventive maintenance.			
3. Review of the information in the Systems Manual.			
4. Review of the record drawings on the system/equipment.			
5.410.2.6 Commissioning report. [N] A report of commissioning process activities undertaken through the design and construction phases of the building project shall be completed and provided to the owner or representative.			
5.410.4 TESTING AND ADJUSTING. New buildings less than 10,000 square feet. Testing and adjusting of systems shall be required for new buildings less than 10,000 square feet or new systems to serve an addition or alteration subject to Section 303.1.			
5.410.4.2 (Reserved)			
Note: For energy-related systems under the scope (Section 100) of the California Energy Code, including heating, ventilation, air conditioning (HVAC) systems and controls, indoor lighting system and controls, as well as water heating systems and controls, refer to California Energy Code Section 120.8 for commissioning requirements and Sections 120.5, 120.6, 130.4, and 140.9(b)3 for additional testing requirements of specific systems.			
5.410.4.2 Systems. Develop a written plan of procedures for testing and adjusting systems. Systems to be included for testing and adjusting shall include at a minimum, as applicable to the project:			
1. Renewable energy systems.			
2. Landscape irrigation systems.			
3. Water reuse systems.			
5.410.4.3 Procedures. Perform testing and adjusting procedures in accordance with manufacturer's specifications and applicable standards on each system.			
5.410.4.3.1 HVAC balancing. In addition to testing and adjusting, before a new space-conditioning system serving a building or space is operated for normal use, the system shall be balanced in accordance with the procedures defined by the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; Associated Air Balance Council National Standards or as approved by the enforcing agency.			
☐	☐		
5.410.4.4 Reporting. After completion of testing, adjusting and balancing, provide a final report of testing signed by the individual responsible for performing these services.			
5.410.4.5 Operation and maintenance (O & M) manual. Provide the building owner or representative with detailed operating and maintenance instructions and copies of warranties/warranties for each system. O & M instructions shall be consistent with OSHA requirements in CCR, Title 8, Section 5142, and other related regulations.			
5.410.4.5.1 Inspections and reports. Include a copy of all inspection verifications and reports required by the enforcing agency.			
DIVISION 5.5 ENVIRONMENTAL QUALITY			
SECTION 5.501 GENERAL			
5.501.1 SCOPE. The provisions of this chapter shall outline means of reducing the quantity of air contaminants that are odorous, irritating, and/or harmful to the comfort and well-being of a building's installers, occupants and neighbors.			
SECTION 5.502 DEFINITIONS			
5.502.1 DEFINITIONS. The following terms are defined in Chapter 2 (and are included here for reference)			
ARTERIAL HIGHWAY. A general term denoting a highway primarily for through traffic usually on a continuous route.			
A-WEIGHTED SOUND LEVEL (dBA). The sound pressure level in decibels as measured on a sound level meter using the internationally standardized A-weighting filter or as computed from sound spectral data to which A-weighting adjustments have been made.			
1 BTU/HOUR. British thermal units per hour, also referred to as Btu. The amount of heat required to raise one pound of water one degree Fahrenheit per hour, a common measure of heat transfer rate. A ton of refrigeration is 12,000 Btu, the amount of heat required to melt a ton (2,000 pounds) of ice at 32° Fahrenheit.			
COMMUNITY NOISE EQUIVALENT LEVEL (CNEL). A metric similar to the day-night average sound level (Ldn), except that a 5 decibel adjustment is added to the equivalent continuous sound exposure level for evening hours (7pm to 10pm) in addition to the 10 dB nighttime adjustment used in the Ldn.			
COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of Regulations (CCR), Title 17, Section 93120.1(a).			
Note: See CCR, Title 17, Section 93120.1.			
DAY-NIGHT AVERAGE SOUND LEVEL (Ldn). The A-weighted equivalent continuous sound exposure level for a 24-hour period with a 10 dB adjustment added to sound levels occurring during nighttime hours (10p.m. to 7 a.m.).			
DECIBEL (db). A measure on a logarithmic scale of the magnitude of a particular quantity (such as sound pressure, sound power, sound intensity) with respect to a reference quantity.			
ELECTRIC VEHICLE (EV). An automotive-type vehicle for on-road use, such as passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, electric motorcycles, and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array, or other source of electric current. Plug-in hybrid electric vehicles (PHEV) are considered electric vehicles. For purposes of the <i>California Electrical Code</i> , off-road, self-propelled electric vehicles, such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like, are not included.			
ELECTRIC VEHICLE CHARGING STATION(S) (EVCS). One or more spaces intended for charging electric vehicles.			
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.			
ENERGY EQUIVALENT (NOISE) LEVEL (Leq). The level of a steady noise which would have the same energy as the fluctuating noise level integrated over the time of period of interest.			
EXPRESSWAY. An arterial highway for through traffic which may have partial control of access, but which may or may not be divided or have grade separations at intersections.			
FREEWAY. A divided arterial highway with full control of access and with grade separations at intersections.			
GLOBAL WARMING POTENTIAL (GWP). The radiative forcing impact of one mass-based unit of a given greenhouse gas relative to an equivalent unit of carbon dioxide over a given period of time. Carbon dioxide is the reference compound with a GWP of one.			
GLOBAL WARMING POTENTIAL VALUE (GWP VALUE). A 100-year GWP value published by the Intergovernmental Panel on Climate Change (IPCC) in either its Second Assessment Report (SAR) (IPCC, 1995); or its Fourth Assessment A-3 Report (AR4) (IPCC, 2007). The SAR GWP values are found in column "SAR (100-yr)" of Table 2.14; the AR4 GWP values are found in column "100 yr" of Table 2.14.			
HIGH-GWP REFRIGERANT. A compound used as a heat transfer fluid or gas that is: (a) a chlorofluorocarbon, a hydrochlorofluorocarbon, a hydrofluorocarbon, a perfluorocarbon, or any compound or blend of compounds, with a GWP value equal to or greater than 150, or (B) any ozone depleting substance as defined in Title 40 of the Code of Federal Regulations, Part 82, sec.82.3 (as amended March 10, 2009).			
LONG RADIUS ELBOW. Pipe fitting installed between two lengths of pipe or tubing to allow a change of direction, with a radius 1.5 times the pipe diameter.			
LOW-GWP REFRIGERANT. A compound used as a heat transfer fluid or gas that: (A) has a GWP value less than 150, and (B) is not an ozone depleting substance as defined in Title 40 of the Code of Federal Regulations, Part 82, sec.82.3 (as amended March 10, 2009).			
MERV. Filter minimum efficiency reporting value, based on ASHRAE 52.2-1999.			
MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g) (g/g ROG).			
PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).			
PSIG. Pounds per square inch, gauge.			
REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.			
SCHRADER ACCESS VALVES. Access fittings with a valve core installed.			
SHORT RADIUS ELBOW. Pipe fitting installed between two lengths of pipe or tubing to allow a change of direction, with a radius 1.0 times the pipe diameter.			
SUPERMARKET. For the purposes of Section 5.508.2, a supermarket is any retail food facility with 8,000 square feet or more conditioned area, and that utilizes either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units.			
VOC. A volatile organic compound broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).			
Note: Where specific regulations are cited from different agencies such as SCAQMD, ARB, etc., the VOC definition included in that specific regulation is the one that prevails for the specific measure in question.			
SECTION 5.503 FIREPLACES			
5.503.1 FIREPLACES. Install only a direct-vent sealed-combustion gas or sealed wood-burning fireplace, or a sealed wood or pellet stove, and refer to residential requirements in the California Energy Code, Title 24, Part 6, Subchapter 7, Section 150. Woodstoves, pellet stoves and fireplaces shall comply with applicable local ordinances.			
5.503.1.1 Woodstoves. Woodstoves and pellet stoves shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits.			
SECTION 5.504 POLLUTANT CONTROL			
5.504.1 TEMPORARY VENTILATION. The permanent HVAC system shall only be used during construction if necessary to condition the building or areas of addition or alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a Minimum Efficiency Reporting Value (MERV) of 8, based on ASHRAE 52.2-1999, or an average efficiency of 30% based on ASHRAE 52.1-1992. Replace all filters immediately prior to occupancy, or, if the building is occupied during alteration, at the conclusion of construction.			
5.504.3 Covering of duct openings and protection of mechanical equipment during construction. At the time of rough installation and during storage on the construction site until final startup of the heating, cooling and ventilation equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheetmetal or other methods acceptable to the enforcing agency to reduce the amount of dust, water and debris which may enter the system.			
☐	☐		
5.410.4.3.1 HVAC balancing. In addition to testing and adjusting, before a new space-conditioning system serving a building or space is operated for normal use, the system shall be balanced in accordance with the procedures defined by the Testing Adjusting and Balancing Bureau National Standards; the National Environmental Balancing Bureau Procedural Standards; Associated Air Balance Council National Standards or as approved by the enforcing agency.			



1139 S DIAMOND BAR BLVD #G,
DIAMOND BAR, CA 91765
PHONE: (626)399-2555
SHAWN.SQDS@GMAIL.COM

SEAL:

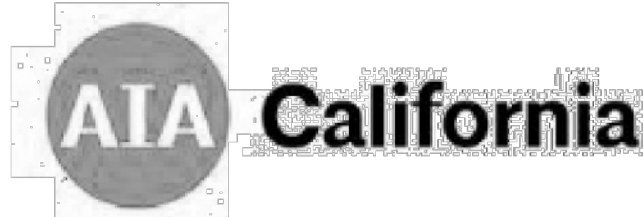
REV#	DESCRIPTION	DATE

- ☐ PRELIMINARY
☒ PLAN CHECK
☐ BID
☐ AS-BUILT

CALGREEN REQUIREMENTS

PET CLINIC T.I.
25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	



2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

NONRESIDENTIAL MANDATORY MEASURES, SHEET 3 (January 2023)

Y N/A RESPON. PARTY 5.504.4 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with Sections 5.504.4.1 through 5.504.4.6. 5.504.4.1 Adhesives, sealants and caulks. Adhesives, sealants, and caulks used on the project shall meet the requirements of the following standards: 1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products as specified in subsection 2, below. 2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing with Section 94507. TABLE 5.504.4.1 - ADHESIVE VOC LIMIT_{1,2} <table><thead><tr><th colspan="2">Less Water and Less Exempt Compounds in Grams per Liter</th></tr><tr><th>ARCHITECTURAL APPLICATIONS</th><th>CURRENT VOC LIMIT</th></tr></thead><tbody><tr><td>INDOOR CARPET ADHESIVES</td><td>50</td></tr><tr><td>CARPET PAD ADHESIVES</td><td>50</td></tr><tr><td>OUTDOOR CARPET ADHESIVES</td><td>150</td></tr><tr><td>WOOD FLOORING ADHESIVES</td><td>100</td></tr><tr><td>RUBBER FLOOR ADHESIVES</td><td>60</td></tr><tr><td>SUBFLOOR ADHESIVES</td><td>50</td></tr><tr><td>CERAMIC TILE ADHESIVES</td><td>65</td></tr><tr><td>VCT & ASPHALT TILE ADHESIVES</td><td>50</td></tr><tr><td>DRYWALL & PANEL ADHESIVES</td><td>50</td></tr><tr><td>COVE BASE ADHESIVES</td><td>50</td></tr><tr><td>MULTIPURPOSE CONSTRUCTION ADHESIVES</td><td>70</td></tr><tr><td>STRUCTURAL GLAZING ADHESIVES</td><td>100</td></tr><tr><td>SINGLE-PLY ROOF MEMBRANE ADHESIVES</td><td>250</td></tr><tr><td>OTHER ADHESIVES NOT SPECIFICALLY LISTED</td><td>50</td></tr><tr><td colspan="2">SPECIALTY APPLICATIONS</td></tr><tr><td>PVC WELDING</td><td>510</td></tr><tr><td>CPVC WELDING</td><td>490</td></tr><tr><td>ABS WELDING</td><td>325</td></tr><tr><td>PLASTIC CEMENT WELDING</td><td>250</td></tr><tr><td>ADHESIVE PRIMER FOR PLASTIC</td><td>550</td></tr><tr><td>CONTACT ADHESIVE</td><td>80</td></tr><tr><td>SPECIAL PURPOSE CONTACT ADHESIVE</td><td>250</td></tr><tr><td>STRUCTURAL WOOD MEMBER ADHESIVE</td><td>140</td></tr><tr><td>TOP & TRIM ADHESIVE</td><td>250</td></tr><tr><td colspan="2">SUBSTRATE SPECIFIC APPLICATIONS</td></tr><tr><td>METAL TO METAL</td><td>30</td></tr><tr><td>PLASTIC FOAMS</td><td>50</td></tr><tr><td>POROUS MATERIAL (EXCEPT WOOD)</td><td>50</td></tr><tr><td>WOOD</td><td>30</td></tr><tr><td>FIBERGLASS</td><td>60</td></tr></tbody></table> 1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED. 2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168, www.arb.ca.gov/DRDB/SCCURHTML/R1168.PDF TABLE 5.504.4.2 - SEALANT VOC LIMIT <table><thead><tr><th colspan="2">Less Water and Less Exempt Compounds in Grams per Liter</th></tr><tr><th>SEALANTS</th><th>CURRENT VOC LIMIT</th></tr></thead><tbody><tr><td>ARCHITECTURAL</td><td>250</td></tr><tr><td>MARINE DECK</td><td>760</td></tr><tr><td>NONMEMBRANE ROOF</td><td>300</td></tr><tr><td>ROADWAY</td><td>250</td></tr><tr><td>SINGLE-PLY ROOF MEMBRANE</td><td>450</td></tr><tr><td>OTHER</td><td>420</td></tr><tr><td colspan="2">SEALANT PRIMERS</td></tr><tr><td>ARCHITECTURAL</td><td></td></tr><tr><td>NONPOROUS</td><td>250</td></tr><tr><td>POROUS</td><td>775</td></tr><tr><td>MODIFIED BITUMINOUS</td><td>500</td></tr><tr><td>MARINE DECK</td><td>760</td></tr><tr><td>OTHER</td><td>750</td></tr></tbody></table> NOTE: FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THESE TABLES, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168. 5.504.4.3 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply. 5.504.4.3.1 Aerosol Paints and coatings. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (3)(2) of California Code of Regulations, Title 17, commencing with Section 94520, and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.	Less Water and Less Exempt Compounds in Grams per Liter		ARCHITECTURAL APPLICATIONS	CURRENT VOC LIMIT	INDOOR CARPET ADHESIVES	50	CARPET PAD ADHESIVES	50	OUTDOOR CARPET ADHESIVES	150	WOOD FLOORING ADHESIVES	100	RUBBER FLOOR ADHESIVES	60	SUBFLOOR ADHESIVES	50	CERAMIC TILE ADHESIVES	65	VCT & ASPHALT TILE ADHESIVES	50	DRYWALL & PANEL ADHESIVES	50	COVE BASE ADHESIVES	50	MULTIPURPOSE CONSTRUCTION ADHESIVES	70	STRUCTURAL GLAZING ADHESIVES	100	SINGLE-PLY ROOF MEMBRANE ADHESIVES	250	OTHER ADHESIVES NOT SPECIFICALLY LISTED	50	SPECIALTY APPLICATIONS		PVC WELDING	510	CPVC WELDING	490	ABS WELDING	325	PLASTIC CEMENT WELDING	250	ADHESIVE PRIMER FOR PLASTIC	550	CONTACT ADHESIVE	80	SPECIAL PURPOSE CONTACT ADHESIVE	250	STRUCTURAL WOOD MEMBER ADHESIVE	140	TOP & TRIM ADHESIVE	250	SUBSTRATE SPECIFIC APPLICATIONS		METAL TO METAL	30	PLASTIC FOAMS	50	POROUS MATERIAL (EXCEPT WOOD)	50	WOOD	30	FIBERGLASS	60	Less Water and Less Exempt Compounds in Grams per Liter		SEALANTS	CURRENT VOC LIMIT	ARCHITECTURAL	250	MARINE DECK	760	NONMEMBRANE ROOF	300	ROADWAY	250	SINGLE-PLY ROOF MEMBRANE	450	OTHER	420	SEALANT PRIMERS		ARCHITECTURAL		NONPOROUS	250	POROUS	775	MODIFIED BITUMINOUS	500	MARINE DECK	760	OTHER	750	Y N/A RESPON. PARTY TABLE 5.504.4.3 - CONT. <table><thead><tr><th colspan="2">GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS</th></tr><tr><th>COATING CATEGORY</th><th>CURRENT VOC LIMIT</th></tr></thead><tbody><tr><td colspan="2">SPECIALTY COATINGS</td></tr><tr><td>ALUMINUM ROOF COATINGS</td><td>400</td></tr><tr><td>BASEMENT SPECIALTY COATINGS</td><td>400</td></tr><tr><td>BITUMINOUS ROOF COATINGS</td><td>50</td></tr><tr><td>BITUMINOUS ROOF PRIMERS</td><td>350</td></tr><tr><td>BOND BREAKERS</td><td>350</td></tr><tr><td>CONCRETE CURING COMPOUNDS</td><td>350</td></tr><tr><td>CONCRETE/MASONRY SEALERS</td><td>100</td></tr><tr><td>DRIVEWAY SEALERS</td><td>50</td></tr><tr><td>DRY FOG COATINGS</td><td>150</td></tr><tr><td>FAUX FINISHING COATINGS</td><td>350</td></tr><tr><td>FIRE RESISTIVE COATINGS</td><td>350</td></tr><tr><td>FLOOR COATINGS</td><td>100</td></tr><tr><td>FORM-RELEASE COMPOUNDS</td><td>250</td></tr><tr><td>GRAPHIC ARTS COATINGS (SIGN PAINTS)</td><td>500</td></tr><tr><td>HIGH-TEMPERATURE COATINGS</td><td>420</td></tr><tr><td>INDUSTRIAL MAINTENANCE COATINGS</td><td>250</td></tr><tr><td>LOW SOLIDS COATINGS¹</td><td>120</td></tr><tr><td>MAGNESITE CEMENT COATINGS</td><td>450</td></tr><tr><td>MASTIC TEXTURE COATINGS</td><td>100</td></tr><tr><td>METALLIC PIGMENTED COATINGS</td><td>500</td></tr><tr><td>MULTICOLOR COATINGS</td><td>250</td></tr><tr><td>PRETREATMENT WASH PRIMERS</td><td>420</td></tr><tr><td>PRIMERS, SEALERS, & UNDERCOATERS</td><td>100</td></tr><tr><td>REACTIVE PENETRATING SEALERS</td><td>350</td></tr><tr><td>RECYCLED COATINGS</td><td>250</td></tr><tr><td>ROOF COATINGS</td><td>50</td></tr><tr><td>RUST PREVENTATIVE COATINGS</td><td>250</td></tr><tr><td colspan="2">SHELLACS:</td></tr><tr><td>CLEAR</td><td>730</td></tr><tr><td>OPAQUE</td><td>550</td></tr><tr><td colspan="2">SPECIALTY PRIMERS, SEALERS & UNDERCOATERS</td></tr><tr><td>STAINS</td><td>250</td></tr><tr><td>STONE CONSOLIDANTS</td><td>450</td></tr><tr><td>SWIMMING POOL COATINGS</td><td>340</td></tr><tr><td>TRAFFIC MARKING COATINGS</td><td>100</td></tr><tr><td>TUB & TILE REFINISH COATINGS</td><td>420</td></tr><tr><td>WATERPROOFING MEMBRANES</td><td>250</td></tr><tr><td>WOOD COATINGS</td><td>275</td></tr><tr><td>WOOD PRESERVATIVES</td><td>350</td></tr><tr><td>ZINC-RICH PRIMERS</td><td>340</td></tr></tbody></table> 1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS 2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE. 3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD. 5.504.4.3.2 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following: 1. Manufacturer's product specification 2. Field verification of on-site product containers 5.504.4.4 Carpet Systems. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350). See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CCDPHP/DEOD/CEHLB/IAQ/Pages/VOC.aspx#material 5.504.4.4.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350). See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CCDPHP/DEOD/CEHLB/IAQ/Pages/VOC.aspx#material 5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1. 5.504.4.5 Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure (ATCM) for Composite Wood (17CCR 93120 et seq.). Those materials not exempted under the ATCM must meet the specified emission limits, as shown in Table 5.504.4.5. 5.504.4.5.3 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following: 1. Product certifications and specifications. 2. Chain of custody certifications. 3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.). 4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 S3 standards. 5. Other methods acceptable to the enforcing agency. Y N/A RESPON. PARTY TABLE 5.504.4.5 - FORMALDEHYDE LIMITS <table><thead><tr><th colspan="2">MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION</th></tr><tr><th>PRODUCT</th><th>CURRENT LIMIT</th></tr></thead><tbody><tr><td>HARDWOOD PLYWOOD VENEER CORE</td><td>0.05</td></tr><tr><td>HARDWOOD PLYWOOD COMPOSITE CORE</td><td>0.05</td></tr><tr><td>PARTICLE BOARD</td><td>0.09</td></tr><tr><td>MEDIUM DENSITY FIBERBOARD</td><td>0.11</td></tr><tr><td>THIN MEDIUM DENSITY FIBERBOARD²</td><td>0.13</td></tr></tbody></table> 1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIFORNIA CODE OF REGULATIONS, TITLE 17, SECTION 93120 THROUGH 93120.12. 2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16 INCHES (8 MM).	GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS		COATING CATEGORY	CURRENT VOC LIMIT	SPECIALTY COATINGS		ALUMINUM ROOF COATINGS	400	BASEMENT SPECIALTY COATINGS	400	BITUMINOUS ROOF COATINGS	50	BITUMINOUS ROOF PRIMERS	350	BOND BREAKERS	350	CONCRETE CURING COMPOUNDS	350	CONCRETE/MASONRY SEALERS	100	DRIVEWAY SEALERS	50	DRY FOG COATINGS	150	FAUX FINISHING COATINGS	350	FIRE RESISTIVE COATINGS	350	FLOOR COATINGS	100	FORM-RELEASE COMPOUNDS	250	GRAPHIC ARTS COATINGS (SIGN PAINTS)	500	HIGH-TEMPERATURE COATINGS	420	INDUSTRIAL MAINTENANCE COATINGS	250	LOW SOLIDS COATINGS ¹	120	MAGNESITE CEMENT COATINGS	450	MASTIC TEXTURE COATINGS	100	METALLIC PIGMENTED COATINGS	500	MULTICOLOR COATINGS	250	PRETREATMENT WASH PRIMERS	420	PRIMERS, SEALERS, & UNDERCOATERS	100	REACTIVE PENETRATING SEALERS	350	RECYCLED COATINGS	250	ROOF COATINGS	50	RUST PREVENTATIVE COATINGS	250	SHELLACS:		CLEAR	730	OPAQUE	550	SPECIALTY PRIMERS, SEALERS & UNDERCOATERS		STAINS	250	STONE CONSOLIDANTS	450	SWIMMING POOL COATINGS	340	TRAFFIC MARKING COATINGS	100	TUB & TILE REFINISH COATINGS	420	WATERPROOFING MEMBRANES	250	WOOD COATINGS	275	WOOD PRESERVATIVES	350	ZINC-RICH PRIMERS	340	MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION		PRODUCT	CURRENT LIMIT	HARDWOOD PLYWOOD VENEER CORE	0.05	HARDWOOD PLYWOOD COMPOSITE CORE	0.05	PARTICLE BOARD	0.09	MEDIUM DENSITY FIBERBOARD	0.11	THIN MEDIUM DENSITY FIBERBOARD ²	0.13	Y N/A RESPON. PARTY 5.504.4.6 Resilient flooring systems. Where resilient flooring is installed, at least 80 percent of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specifications 01350). See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CCDPHP/DEOD/CEHLB/IAQ/Pages/VOC.aspx#material 5.504.4.6.1 Verification of compliance. Documentation shall be provided verifying that resilient flooring materials meet the pollutant emission limits. 5.504.4.7 Thermal insulation. Comply with the requirements of the California Department of Public Health, "Standard Method of the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 1.2, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs. https://www.cdph.ca.gov/Programs/CCDPHP/DEOD/CEHLB/IAQ/Pages/VOC.aspx#material 5.504.4.7.1 Verification of compliance. Documentation shall be provided verifying that thermal insulation materials meet the pollutant emission limits. 5.504.4.8 Acoustical ceiling and wall panels. Comply with the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350). See California Department of Public Health's website for certification programs and testing labs. 5.504.4.8.1 Verification of compliance. Documentation shall be provided verifying that acoustical finish materials meet the pollutant emission limits. 5.504.4.5.3 Filters. In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 13. MERV 13 filters shall be installed prior to occupancy, and recommendations for maintenance with filters of the same value shall be included in the operation and maintenance manual. Exceptions: Existing mechanical equipment. 5.504.5.3.1 Labeling. Installed filters shall be clearly labeled by the manufacturer indicating the MERV rating. 5.504.7 ENVIRONMENTAL TOBACCO SMOKE (ETS) CONTROL. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within the building as already prohibited by other laws or regulations; or as enforced by ordinances, regulations or policies of any city, county, city and county, California Community College, campus of the California State University, or campus of the University of California, whichever are more stringent. When ordinances, regulations or policies are not in place, post signage to inform building occupants of the prohibitions. SECTION 5.505 INDOOR MOISTURE CONTROL 5.505.1 INDOOR MOISTURE CONTROL. Buildings shall meet or exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1202 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures, see Section 5.407.2 of this code. SECTION 5.506 INDOOR AIR QUALITY 5.506.1 OUTSIDE AIR DELIVERY. For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.1 (Requirements For Ventilation of the California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8. 5.506.2 CARBON DIOXIDE (CO₂) MONITORING. For buildings or additions equipped with demand control ventilation, CO₂ sensors and ventilation controls shall be specified and installed in accordance with the requirements of the California Energy Code, Section 120(c)(4). 5.506.3 Carbon dioxide (CO₂) monitoring in classrooms. (OSA-SS) Each public K-12 school classroom, as listed in Table 120.1-A of the California Energy Code, shall be equipped with a carbon dioxide monitor or sensor that meets the following requirements: 1. The monitor or sensor shall be permanently affixed in a tamper-proof manner in each classroom between 3 and 6 feet (914 mm and 1829 mm) above the floor and at least 5 feet (1524 mm) away from door and operable windows. 2. When the monitor or sensor is not integral to an Energy Management Control System (EMCS), the monitor or sensor shall display the carbon dioxide readings on the device. When the sensor is integral to an EMCS, the carbon dioxide readings shall be regularly monitored by and readily accessible to facility personnel. 3. A monitor shall provide notification through a visual indicator on the monitor when the carbon dioxide levels in the classroom have exceeded 1,100ppm. A sensor integral to an EMCS shall provide notification to facility personnel through a visual and/or audible indicator when the carbon dioxide levels in the classroom have exceeded 1,100ppm. 4. The monitor or sensor shall measure carbon dioxide levels at minimum 15-minute intervals and shall maintain a record of previous carbon dioxide measurements of not less than 30 days duration. 5. The monitor or sensor used to measure carbon dioxide levels shall have the capacity to measure carbon dioxide levels with a range of 400ppm to 2000ppm or greater. 6. The monitor or sensor shall be certified by the manufacturer to be accurate within 75ppm at 1,000ppm carbon dioxide concentration and shall be certified by the manufacturer to require recalibration no more frequently than once every 5 years. SECTION 5.507 ENVIRONMENTAL COMFORT 5.507.4 ACOUSTICAL CONTROL. Employ building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E 90 and ASTM E 413, or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332, using either the prescriptive or performance method in Section 5.507.4.1 or 5.507.4.2. Exception: Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, stadiums, storage, enclosed parking structures and utility buildings. Exception: [DSA-SS] For public schools and community colleges, the requirements of this section and all subsections apply only to new construction. 5.507.4.1 Exterior noise transmission, prescriptive method. Wall and floor-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations: 1. Within the 65 CNEL noise contour of an airport. Exceptions: 1. L_n or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICLIZ) plan. 2. L_n or CNEL for other airports and heliports for which a land use plan has not been developed shall be determined by the local general plan noise element. 2. Within the 65 CNEL or L_n noise contour of a freeway or expressway, railroad, industrial source or fixed-queueway source as determined by the Noise Element of the General Plan 5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB L_{dn} 1-hr during any hour of operation shall have building, addition or alteration exterior wall and floor-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30). 5.507.4.2 Performance Method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and floor-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq-1H) of 50 dBA in occupied areas during any hour of operation. 5.507.4.2.1 Site Features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior. 5.507.4.2.2 Documentation of Compliance. An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record. 5.507.4.3 Indoor sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40. Note: Examples of assemblies and their various STC ratings may be found at the California Office of Noise Control: www.toolbase.org/PDF/CaseStudies/stc_ccc_ratings.pdf. SECTION 5.508 OUTDOOR AIR QUALITY 5.508.1 Ozone depletion and greenhouse gas reductions. Installations of HVAC, refrigeration and fire suppression equipment shall comply with Sections 5.508.1.1 and 5.508.1.2. 5.508.1.1 Chlorofluorocarbons (CFCs). Install HVAC, refrigeration and fire suppression equipment that do not contain CFCs. 5.508.1.2 Halons. Install HVAC, refrigeration and fire suppression equipment that do not contain Halons.	Y N/A RESPON. PARTY 5.508.2 Supermarket refrigerant leak reduction. New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores 5,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities. Exception: Refrigeration systems containing low-global warming potential (low-GWP) refrigerant with a GWP value less than 150 are not subject to this section. Low-GWP refrigerants are nonozone-depleting refrigerants that include ammonia, carbon dioxide (CO₂), and potentially other refrigerants. 5.508.2.1 Refrigerant piping. Piping compliant with the California Mechanical Code shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1/4 inch, flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted below. 5.508.2.1.1 Threaded pipe. Threaded connections are permitted at the compressor rack. 5.508.2.1.2 Copper pipe. Copper tubing with an OD less than 1/4 inch may be used in systems with a refrigerant charge of 5 pounds or less. 5.508.2.1.2.1 Anchorage. One-fourth-inch OD tubing shall be securely clamped to a rigid base to keep vibration levels below 8 mils. 5.508.2.1.3 Flared tubing connections. Double-flared tubing connections may be used for pressure controls, valve pilot lines and oil. Exception: Single-flared tubing connections may be used with a multilayer seal coated with industrial sealant suitable for use with refrigerants and tightened in accordance with manufacturer's recommendations. 5.508.2.1.4 Elbows. Short radius elbows are only permitted where space limitations prohibit use of long radius elbows. 5.508.2.2 Valves. Valves and fittings shall comply with the California Mechanical Code and as follows. 5.508.2.2.1 Pressure relief valves. For vessels containing high-GWP refrigerant, a rupture disc shall be installed between the outlet of the vessel and the inlet of the pressure relief valve. 5.508.2.2.1.1 Pressure detection. A pressure gauge, pressure transducer or other device shall be installed in the space between the rupture disc and the relief valve inlet to indicate a disc rupture or discharge of the relief valve. 5.508.2.2.2 Access valves. Only Schrader access valves with a brass or steel body are permitted for use. 5.508.2.2.2.1 Valve caps. For systems with a refrigerant charge of 5 pounds or more, valve caps shall be brass or steel and not plastic. 5.508.2.2.2.2 Seal caps. If designed for it, the cap shall have a neoprene O-ring in place. 5.508.2.2.2.2.1 Chain tethers. Chain tethers to fit over the stem are required for valves designed to have seal caps. Exception: Valves with seal caps that are not removed from the valve during stem operation. 5.508.2.3 Refrigerated service cases. Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel, or be coated to prevent corrosion from these substances. 5.508.2.3.1 Coil coating. Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency. 5.508.2.4 Refrigerant receivers. Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device that indicates the level of refrigerant in the receiver. 5.508.2.5 Pressure testing. The system shall be pressure tested during installation prior to evacuation and charging. 5.508.2.5.1 Minimum pressure. The system shall be charged with regulated dry nitrogen and appropriate tracer gas to bring system pressure up to 300 psig minimum. 5.508.2.5.2 Leaks. Check the system for leaks, repair any leaks, and retest for pressure using the same gauge. 5.508.2.5.3 Allowable pressure change. The system shall stand, unaltered, for 24 hours with no more than a +/- one pound pressure change from 300 psig, measured with the same gauge. 5.508.2.6 Evacuation. The system shall be evacuated after pressure testing and prior to charging. 5.508.2.6.1 First vacuum. Pull a system vacuum down to at least 1000 microns (+/- 500 microns), and hold for 30 minutes. 5.508.2.6.2 Second vacuum. Pull a second system vacuum to a minimum of 500 microns and hold for 30 minutes. 5.508.2.6.3 Third vacuum. Pull a third vacuum down to a minimum of 300 microns, and hold for 24 hours with a maximum drift of 100 microns over a 24-hour period. CHAPTER 7 INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS 702 QUALIFICATIONS 702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following: 1. State certified apprenticeship programs. 2. Public utility training programs. 3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations. 4. Programs sponsored by manufacturing organizations. 5. Other programs acceptable to the enforcing agency. 702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector. 1. Certification by a national or regional green building program or standard publisher. 2. Use of occupation or training by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors. 3. Successful completion of a third party apprentice training program in the appropriate trade. 4. Other programs acceptable to the enforcing agency. Notes: 1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code. 2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS). [BSC-CG] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency. Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code. 703 VERIFICATIONS 703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.
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MEDIUM DENSITY FIBERBOARD	0.11																																																																																																																																																																																																				
THIN MEDIUM DENSITY FIBERBOARD ²	0.13																																																																																																																																																																																																				

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN CODE). DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.



1139 S DIAMOND BAR BLVD #G,
DIAMOND BAR, CA 91765
PHONE: (626)399-2555
SHAWN.SQDS@GMAIL.COM

SEAL:

REV#	DESCRIPTION	DATE

- ☐ PRELIMINARY
☒ PLAN CHECK
☐ BID
☐ AS-BUILT

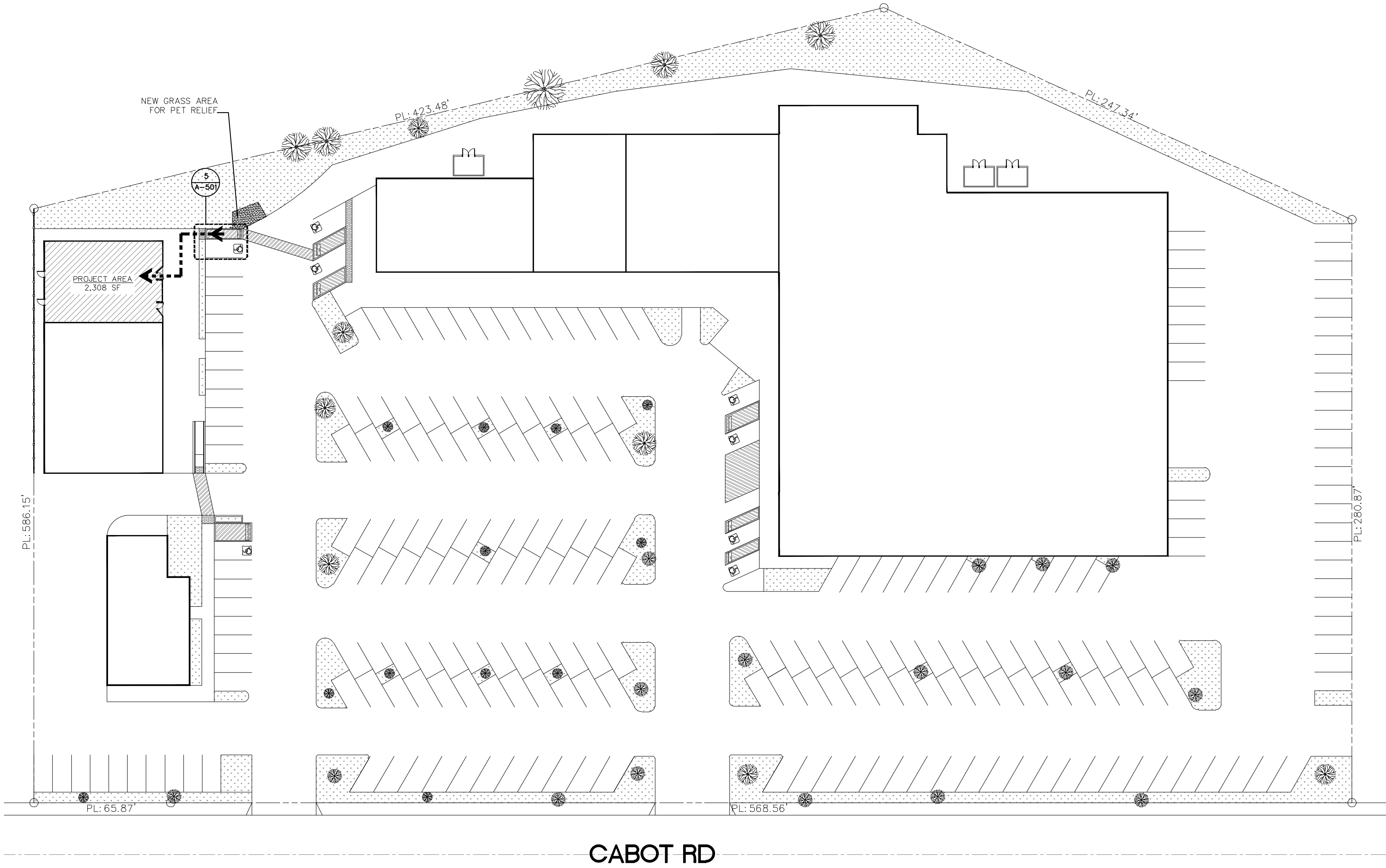
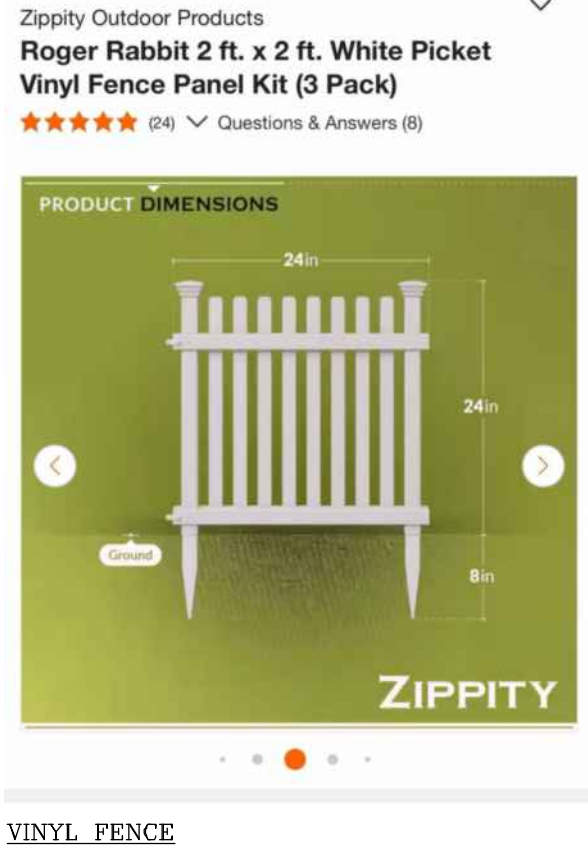
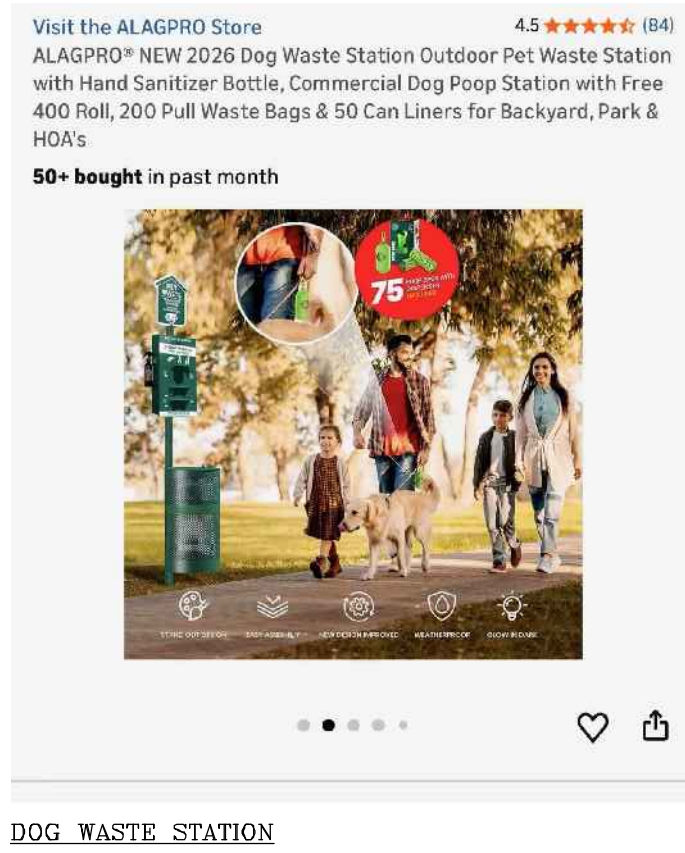
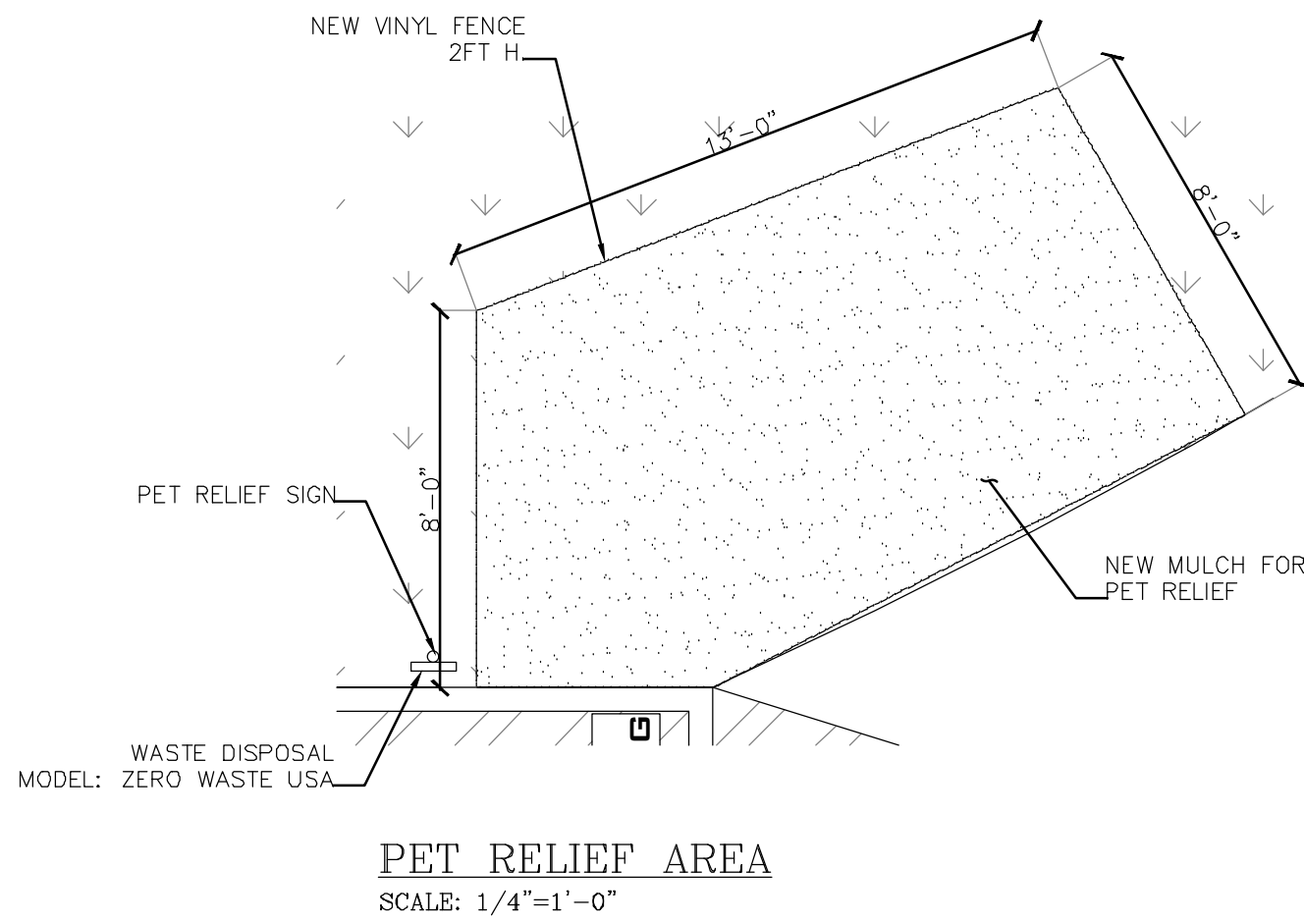
CALGREEN REQUIREMENTS

PET CLINIC T.I.
25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	

LEGEND

- PROPERTY LINE
- BUILDING AREA
- LANDSCAPE
- 6' H. STEEL FENCE
- ADA PATH OF TRAVEL FROM PARKING AND PUBLIC RIGHT OF WAY
 - MAX RUNNING SLOPE 5%
 - MAX CROSS SLOPE 2%



EX SITE PLAN
SCALE: 1/32"=1'-0"



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EX SITE PLAN
PET CLINIC T.I.
25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	

A-101

LEGEND

EX WALL

DEMOLITION

DEMOLITION KEYNOTE

1

DEMO PARTITION WALLS

2

DEMO DOORS

3

DEMO EQUIPMENTS

GENERAL NOTE

1. ALL STRUCTURAL ELEMENTS SUCH AS, BUT NOT LIMIT TO, COLUMNS, SHEAR WALLS, BEARING WALLS, BEAMS, ETC. TO REMAIN. IF ENCOUNTER STRUCTURAL ELEMENTS DURING DEMOLITION, CONTACT ARCHITECT OF RECORD OR ENGINEER OF RECORD IMMEDIATELY BEFORE DEMOLITION.

EX FLOOR PLAN

SCALE: 1/4"=1'-0"

SEQUOIAS DESIGN

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AS-BUILT

EX FLOOR PLAN

PET CLINIC T.I.

25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE12/15/2025

SCALESEE PLAN

DRAWN BYV.W.

JOB2511C25226

SHEET

A-111

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LEGEND

EX WALL

NEW WALL

3 FT H. PONY WALL

1

DOOR SCHEDULE

1
A0.0

DETAIL KEY

KEYNOTE

1

DOOR CLEARANCE, SEE DETAIL 1/A-501

2

RESTROOM TO HAVE COVE BASE SHOWN AS DETAIL 9/A-501

3

COUNTER AND DINING SURFACE TO HAVE 28" MIN TO 34" MAXIMUM HEIGHT AND 36" MINIMUM WIDTH.

4

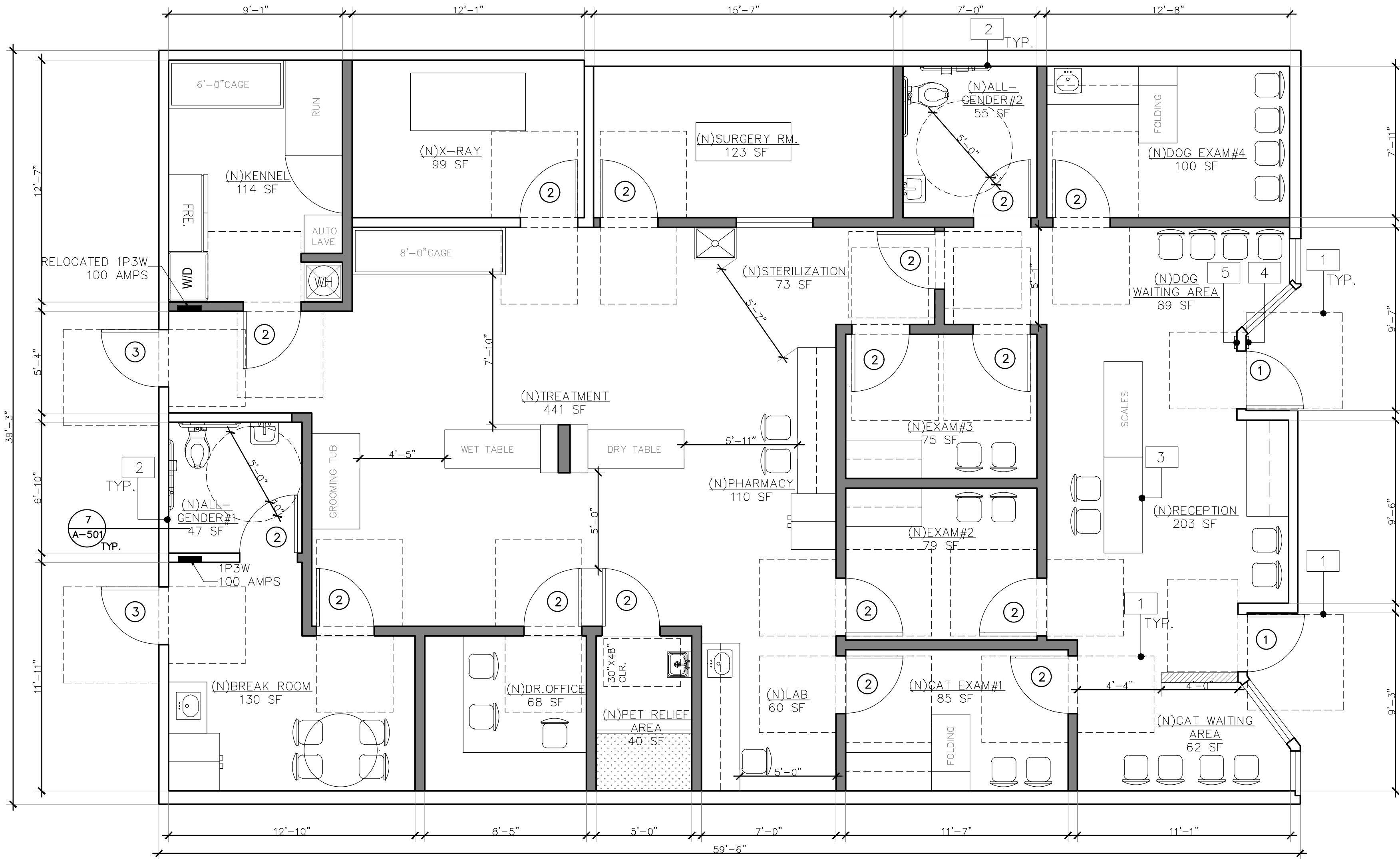
TACTILE "EXIT" SIGN EXIT

5

AFFIX INTERNATIONAL ADA SYMBOL 

OCCUPANT LOAD TABLE

ROOM	AREA (SF)	O.L. FACTOR	O.L.
(N)RECEPTION	203	1/100	3
(N)DOG WAITING AREA	89	1 SEAT PER PERSON	4
(N)CAT WAITING AREA	62	1 SEAT PER PERSON	4
(N)CAT EXAM#1	85	1/150	1
(N)EXAM#2	79	1/150	1
(N)EXAM#3	75	1/150	1
(N)DOG EXAM#4	100	1/150	1
(N)DR.OFFICE	68	1/150	1
(N)TREATMENT AREA	441	1/150	3
(N)KENNEL	114	1/150	1
(N)X-RAY ROOM	99	1/150	1
(N)STERILIZATION	73	1/150	1
(N)SURGERY	123	1/150	1
(N)PHARMACY	110	1/150	1
(N)LAB	60	1/150	1
(N)BREAKROOM	130	1/15	9
(N)ALL-GENDER#1	47	—	—
(N)ALL-GENDER#2	56	—	—
TOTAL O.L.			34



NEW FLOOR PLAN
SCALE: 1/4"=1'-0"



SHQUOIAS DESIGN

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NEW FLOOR PLAN

PET CLINIC T.I.

25226 CABOT RD,
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DATE

12/15/2025

SCALE

SEE PLAN

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A-121

Page 322 of 347

LEGEND



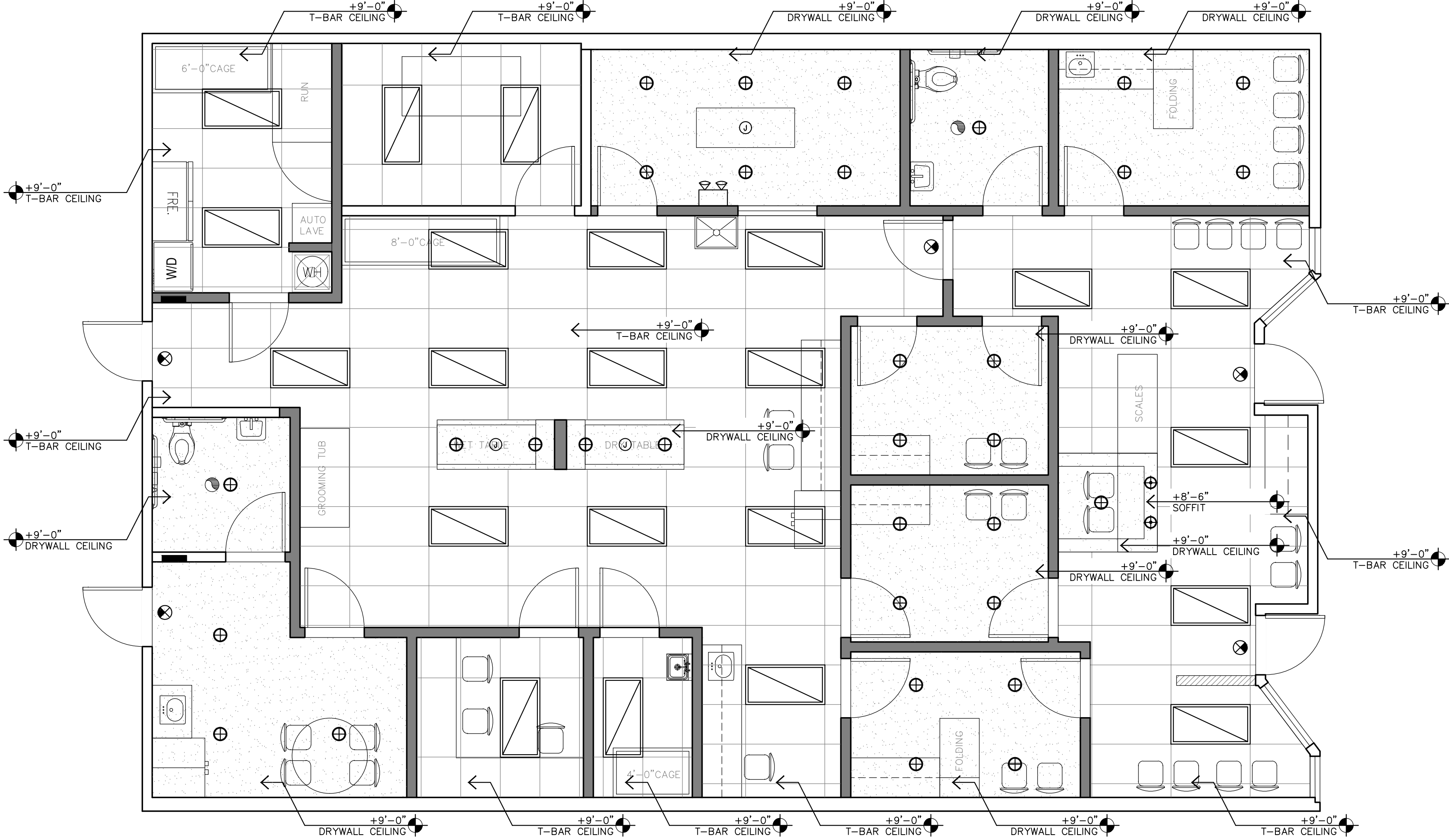
SUPPLY A/C OUTLET



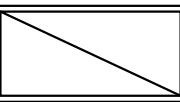
RETURN A/C OUTLET



EXHAUST FAN MIN 75 CFM



LIGHT FIXTURE SCHEDULE

ITEM NO.	LIGHT	N/E/R	SYMBOL	QTS	LIGHT BULB/ TYPE MODEL NO.	WATT/ FIXTURE	REMARKS
A	RECESSED LIGHT	NEW	⊕	32	ONE LIGHT LED RECESS	9 W	LED
B	2X4 PANEL	NEW		22	MLFP SERIES G2 2X4	40 W	LED
C	EXIT AND EMERGENCY LIGHT	NEW		5	(2) 5W, MR16	10 W	
D	PENDANT LIGHT FIXTURE	NEW	⊕	2		30W	UNIVERSAL MT. EXIT SIGN W/ EMERGENCY ADJ. BEVELED DUAL ROUND HEAD (ARROW INDICATES DIRECTION OF EXIT). (BATTERY OPERATION DURING THE POWER LOSS W/90 MIN. BATTERY BACK-UP)
E	EMERGENCY LIGHT	NEW		1		10W	BEVELED DUAL ROUND HEAD EMERGENCY LIGHT (BATTERY OPERATION DURING THE POWER LOSS W/90 MIN. BATTERY BACK-UP)

NEW CEILING PLAN

SCALE: 1/4"=1'-0"



SEAL:

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☐ PRELIMINARY

☒ PLAN CHECK

☐ BID

☐ AS-BUILT

NEW CEILING PLAN

PET CLINIC T.I.

25226 CABOT RD, LAGUNA HILLS, CA 92653

DATE

12/15/2025

SCALE

SEE PLAN

DRAWN BY

V.W.

JOB

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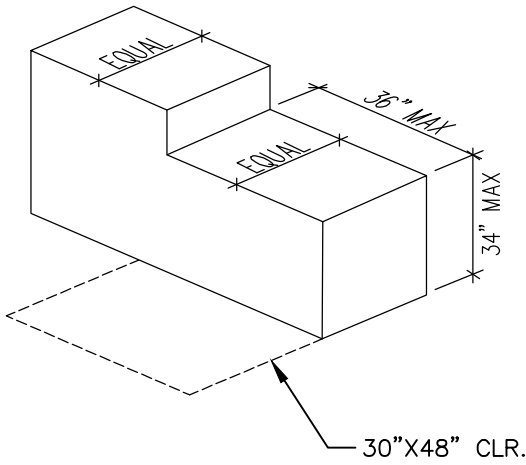
SHEET

A-131

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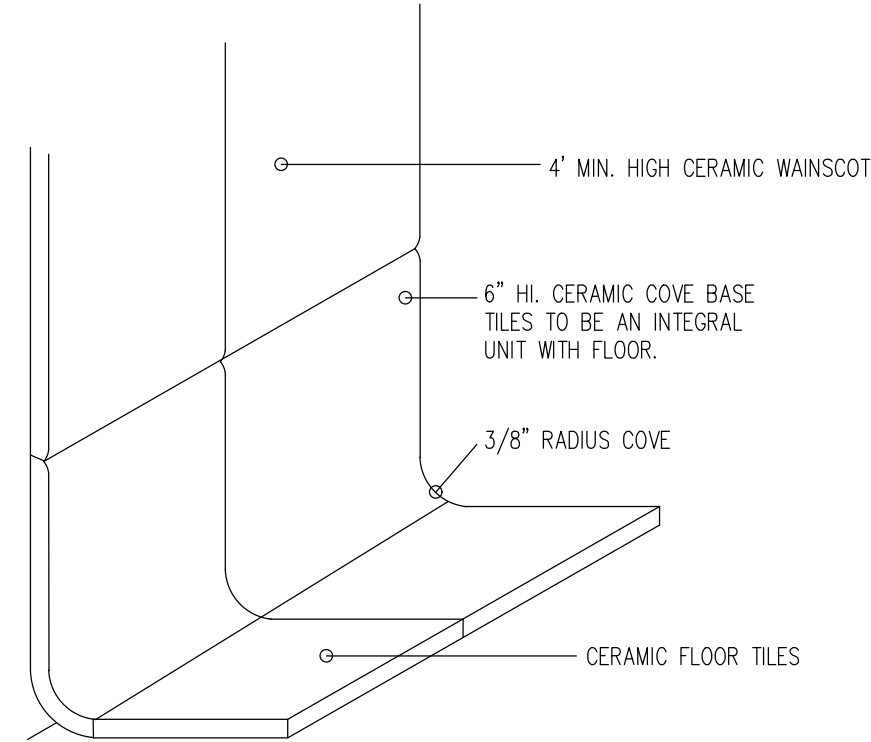
Page 323 of 347



1. THE ACCESSIBLE PORTION OF THE COUNTER TOP SHALL EXTEND THE SAME DEPTH AS THE SALES OR SERVICE COUNTER TOP.
2. IN ALTERNATIONS, A 24" MIN COUNTER IS PERMITTED WHEN BOTH OF THE FOLLOWING ARE MET:
 - 2.1. A 36" LONG COUNTER WOULD RESULT IN AN REDUCTION OF THE NUMBER OF EXISTING COUNTERS AT WORK STATIONS OR A REDUCTION OF THE NUMBER OF EXISTING MALL BOXES.
 - 2.2. THE REQUIRED CLEAR FLOOR SPACE IS CENTERED ON THE ACCESSIBLE COUNTER.
3. CLEAR FLOOR SPACE SHALL ADJOIN AN ACCESSIBLE ROUTE

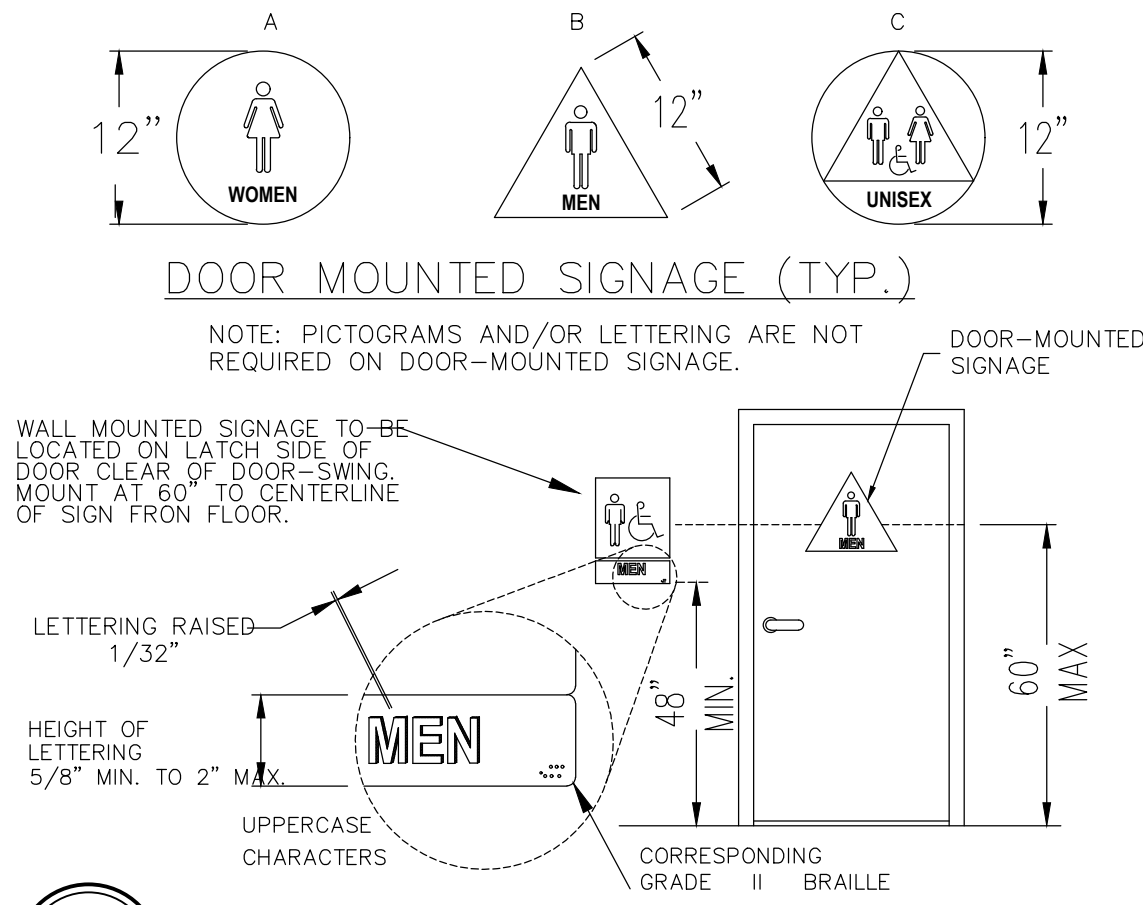
12 SALES AND SERVICE COUNTERS

SCALE: N.T.S.



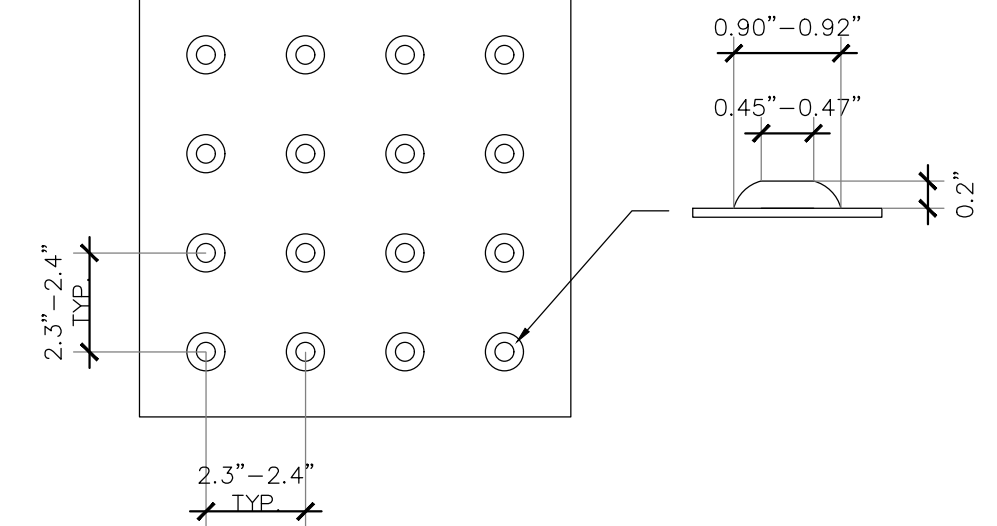
9 COVE BASE DETAIL

SCALE: N.T.S.



6 RESTROOM SIGN

SCALE: N.T.S.



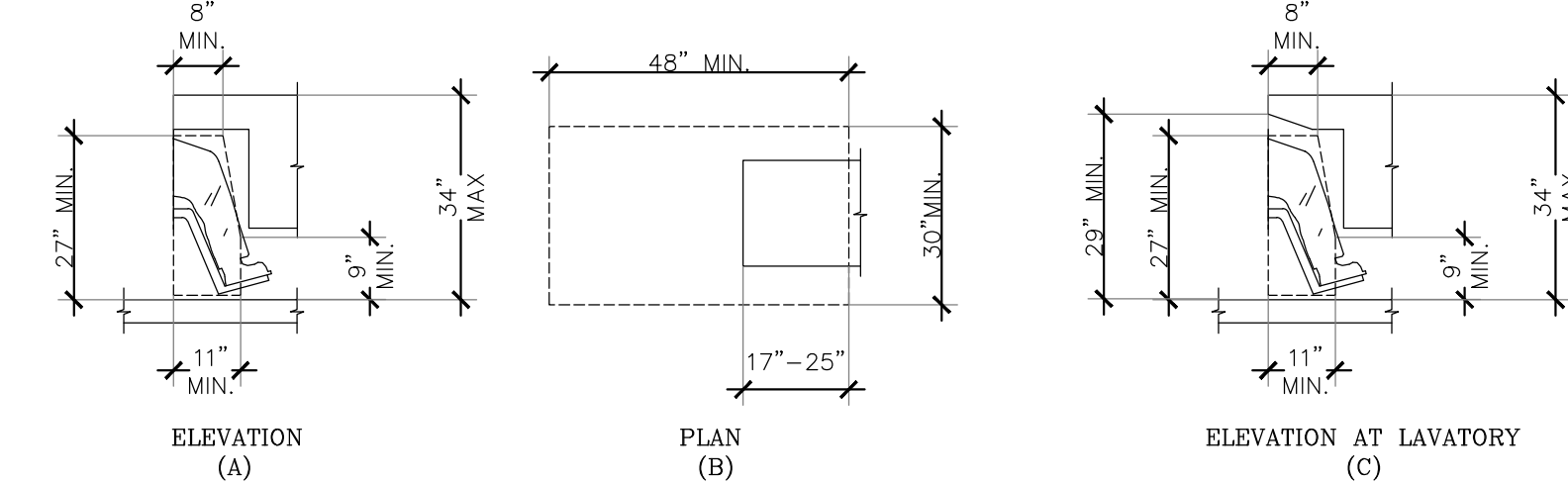
1. DETECTABLE WARNING SURFACES SHALL BE YELLOW AND APPROXIMATE 33538 OF SAE AMS-STD-595A. THE COLOR SHALL BE AN INTEGRAL PART OF THE SURFACE MATERIAL.
2. DETECTABLE WARNING SURFACES AT LOCATIONS OTHER THAN CURB RAMP, ISLANDS OR CUT-THROUGH MEDIANS SHALL DIFFER FROM ADJOINING SURFACES IN RESILIENCY OR SOUND-ON-CANE CONTACT.
3. WHERE INSTALLED IN A RADIAL PATTERN, TRUNCATED DOMES SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6"-2.4".

4 TRUNCATED DOME DETAIL

SCALE: N.T.S.

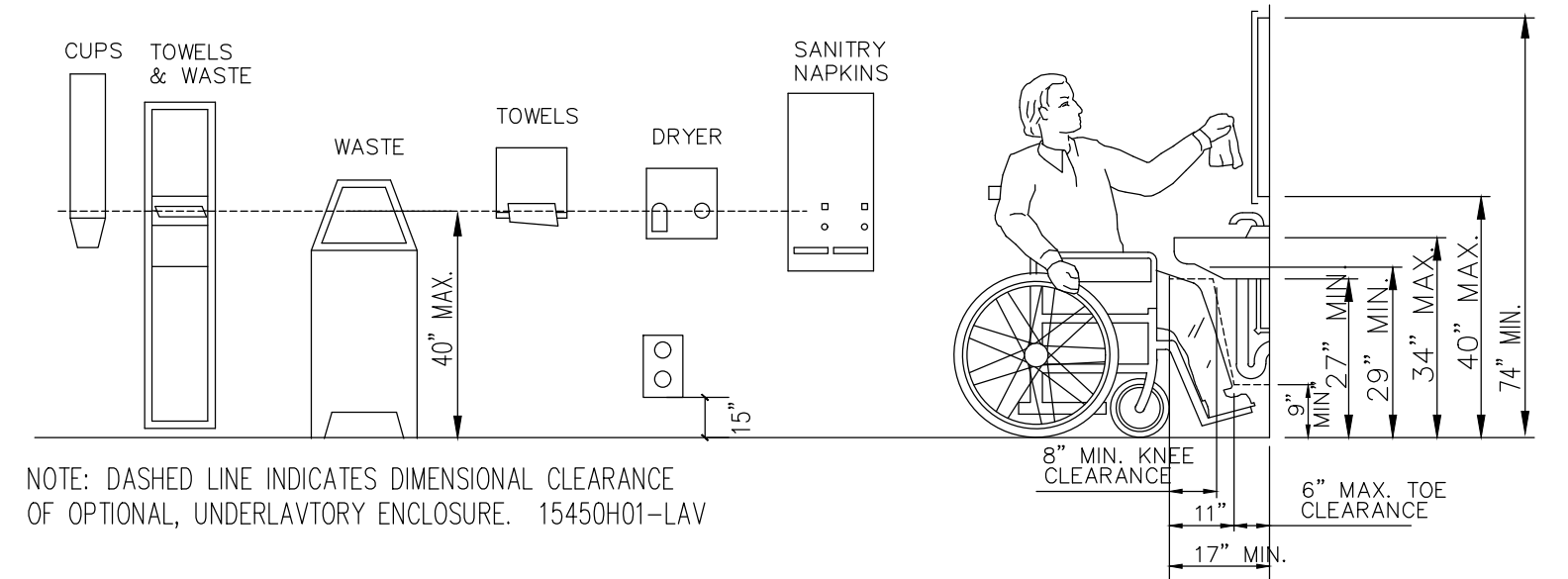
● LAVATORIES

1. LAVATORIES ADJACENT TO A SIDE WALL HAVE A MIN. 18" DISTANCE TO CENTER OF FIXTURE. (118-606.6)
2. 34" MAX. HEIGHT OF RIM OR COUNTER ABOVE FLOOR SURFACE. (118-606.3)
3. THE CLEAR FLOOR OR GROUND SPACE SHALL BE 30"x48" MIN. (118-305.3)
4. A KNEE CLEARANCE OF 24 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND SHALL BE PERMITTED AT LAVATORIES AND SINKS USED PRIMARILY BY CHILDREN 6 THROUGH 12 YEARS WHERE THE RIM OR COUNTER SURFACE IS 31 INCHES MAXIMUM ABOVE THE FINISH FLOOR OR GROUND. (118-606.2)
5. TOE CLEARANCE SHALL EXTEND 19" MAX. UNDER LAVATORIES. (118-306.2.2)
6. TOE CLEARANCE UNDER LAVATORY IS A MIN. OF 9" HIGH, 30" WIDE, AND EXTENDS A MIN. OF 17" IN DEPTH FROM THE FRONT OF THE LAVATORY. (118-306.2)
7. WATER SUPPLY AND DRAIN PIPES UNDER LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES AND SINKS. (118-605.5)
8. FAUCETS ARE OPERABLE WITH ONE HAND AND DO NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. (1008.1.9.1)
9. HAND-OPERATED METERING FAUCETS SHALL REMAIN OPEN FOR 10 SECONDS MINIMUM. (118-606.4)
10. 5 LB. MAX. FORCE REQUIRED TO ACTIVATE CONTROLS. (118-309.4)



● ACCESSORIES IN SANITARY FACILITIES

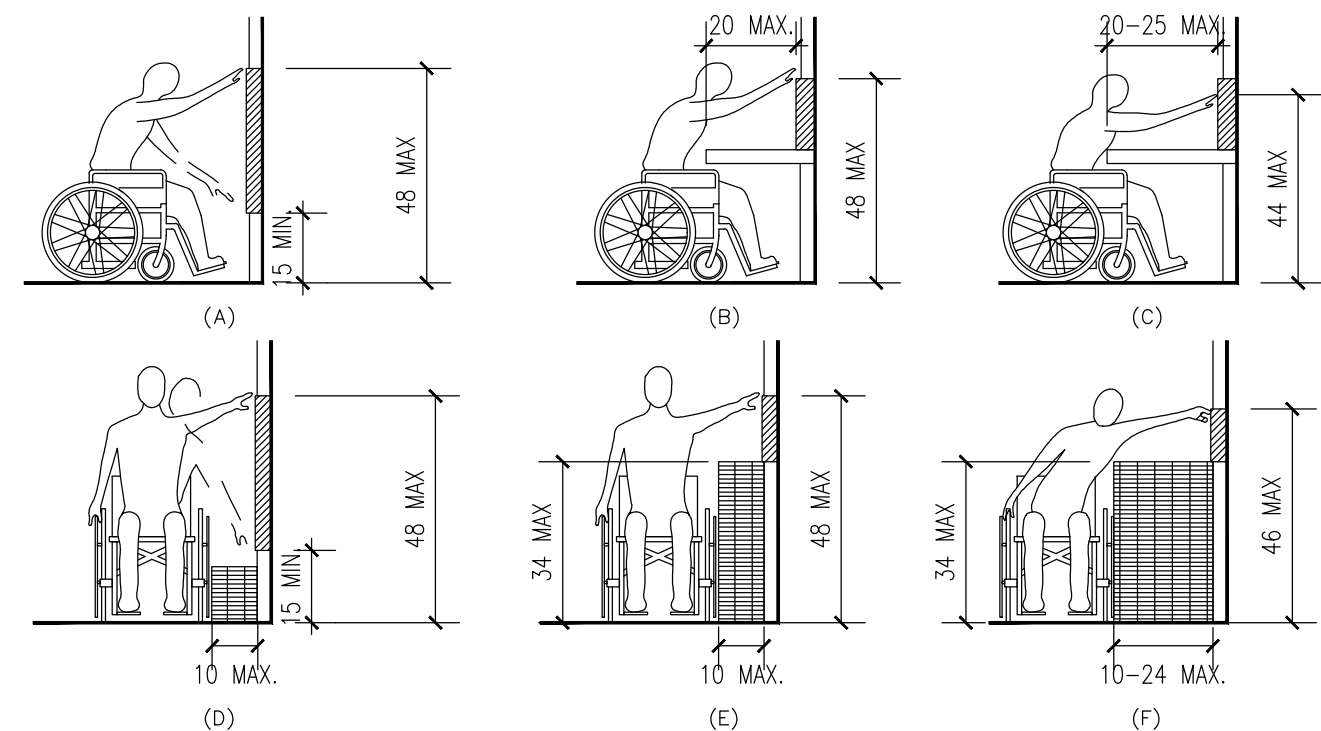
- A. MINIMUM 30"x48" CLEAR FLOOR OR GROUND SPACE IS PROVIDED TO ALLOW FORWARD OR PARALLEL APPROACH TO ACCESSORIES. (118-305.3)
- B. ONE FULL UNOBSTRUCTED SIDE OF THE CLEAR FLOOR OR GROUND SPACE SHALL ADJOIN AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLEAR FLOOR OR GROUND SPACE. (118-306)
- C. MIRROR(S) IS MOUNTED WITH THE BOTTOM EDGE NO HIGHER THAN 40" FROM THE FLOOR. 118-603.3
- D. OPERABLE PARTS (INCLUDING COIN SLOTS) OF ALL FIXTURES OR ACCESSORIES ARE LOCATED A MAXIMUM OF 40" ABOVE FLOOR (I.E., SOAP DISPENSERS, TOWELS, TOILET SEAT COVERS, AUTO-DRYERS, SANITARY NAPKIN DISPENSERS, WASTE RECEPTACLES, ETC.) 118-603.5
- E. CONTROLS AND OPERATING MECHANISMS ARE OPERABLE WITH ONE HAND AND DO NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. 118-309.4
- F. THE FORCE REQUIRED TO ACTIVATE CONTROLS IS 5 LBF. MAXIMUM. 118-309.4
- G. COAT HOOKS AND SHELVING ARE LOCATED WITHIN APPROPRIATE REACH RANGES (48" MAX. ABOVE FLOOR RECOMMENDED). 118-603.4
- H. IF MEDICINE CABINETS ARE PROVIDED, AT LEAST ONE HAS A USABLE SHELF NO HIGHER THAN 44" ABOVE FLOOR. 118-603.4



NOTE: DASHED LINE INDICATES DIMENSIONAL CLEARANCE OF OPTIONAL, UNDERLAVATORY ENCLOSURE. 15450H01-LAV

10 ACCESSIBLE PLUMBING FIXTURE

SCALE: N.T.S.

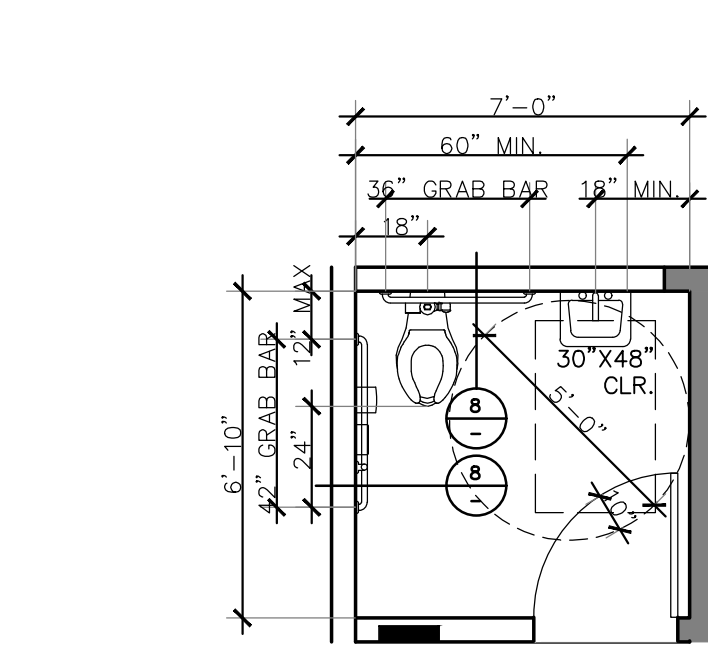


REACH RANGES

1. WHERE FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48 INCHES MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND. [118-308.2.1]
2. WHERE FORWARD REACH IS OBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48 INCHES MAXIMUM WHERE THE REACH DEPTH IS 20 INCHES MAXIMUM; THE HIGH FORWARD REACH SHALL BE 44 INCHES MAXIMUM WHERE THE REACH DEPTH EXCEEDS 20 INCHES AND 25 INCHES MAXIMUM. [118-308.2.2]
3. WHERE SIDE REACH IS UNOBSTRUCTED, THE HIGH SIDE REACH SHALL BE 48 INCHES MAXIMUM AND THE LOW SIDE REACH SHALL BE 15 INCHES MINIMUM ABOVE THE FINISH FLOOR OR GROUND. [118-308.3.1]
4. WHERE SIDE REACH IS OBSTRUCTED, THE HEIGHT OF THE OBSTRUCTION SHALL BE 24 INCHES MAXIMUM AND THE DEPTH OF THE OBSTRUCTION SHALL BE 34 INCHES MAXIMUM AND THE DEPTH OF THE OBSTRUCTION SHALL BE 24 INCHES MAXIMUM. THE HIGH SIDE REACH SHALL BE 48 INCHES MAXIMUM FOR A REACH DEPTH OF 10 INCHES MAXIMUM. WHERE THE REACH DEPTH EXCEEDS 10 INCHES, THE HIGH SIDE REACH SHALL BE 46 INCHES MAXIMUM FOR A REACH DEPTH OF 24 INCHES MAXIMUM. [118-308.3.2]

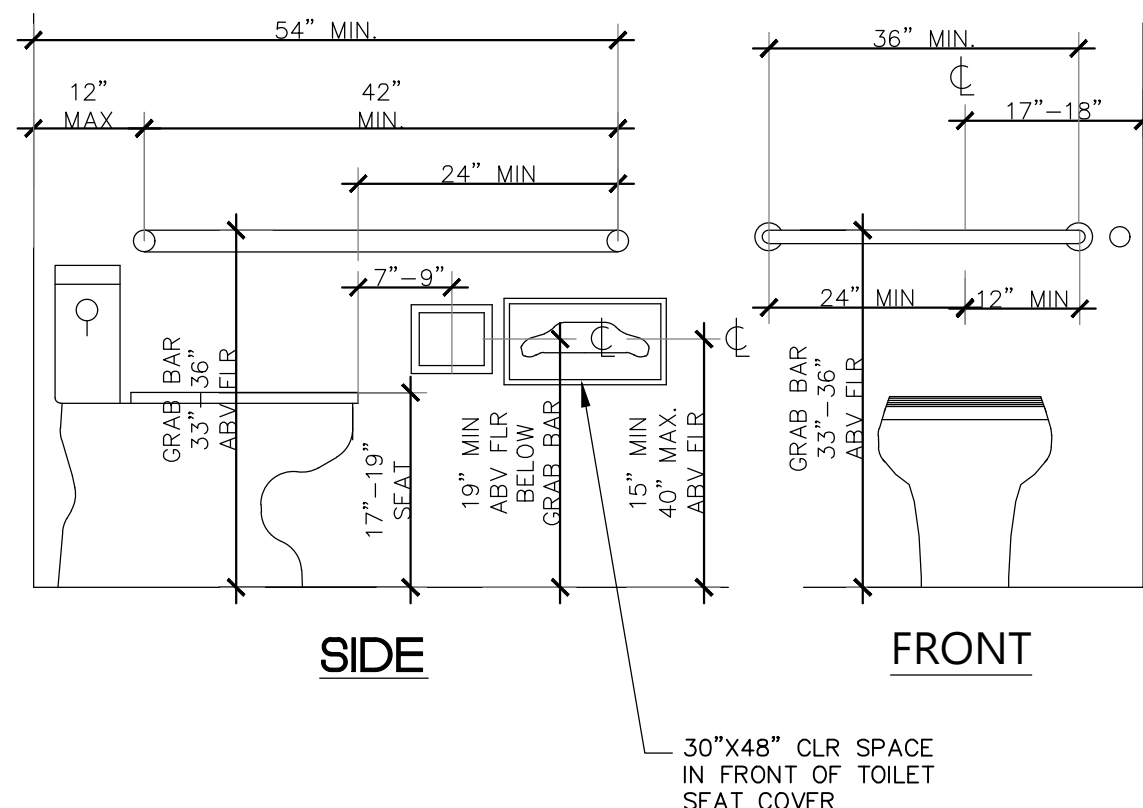
11 REACH RANGE DETAIL

SCALE: N.T.S.

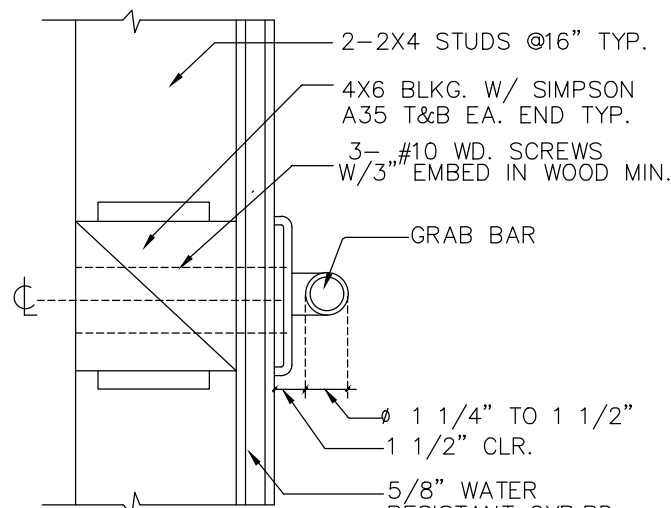


7 RESTROOM DIMENSION DETAIL

SCALE: N.T.S.



TOILET ELEVATION

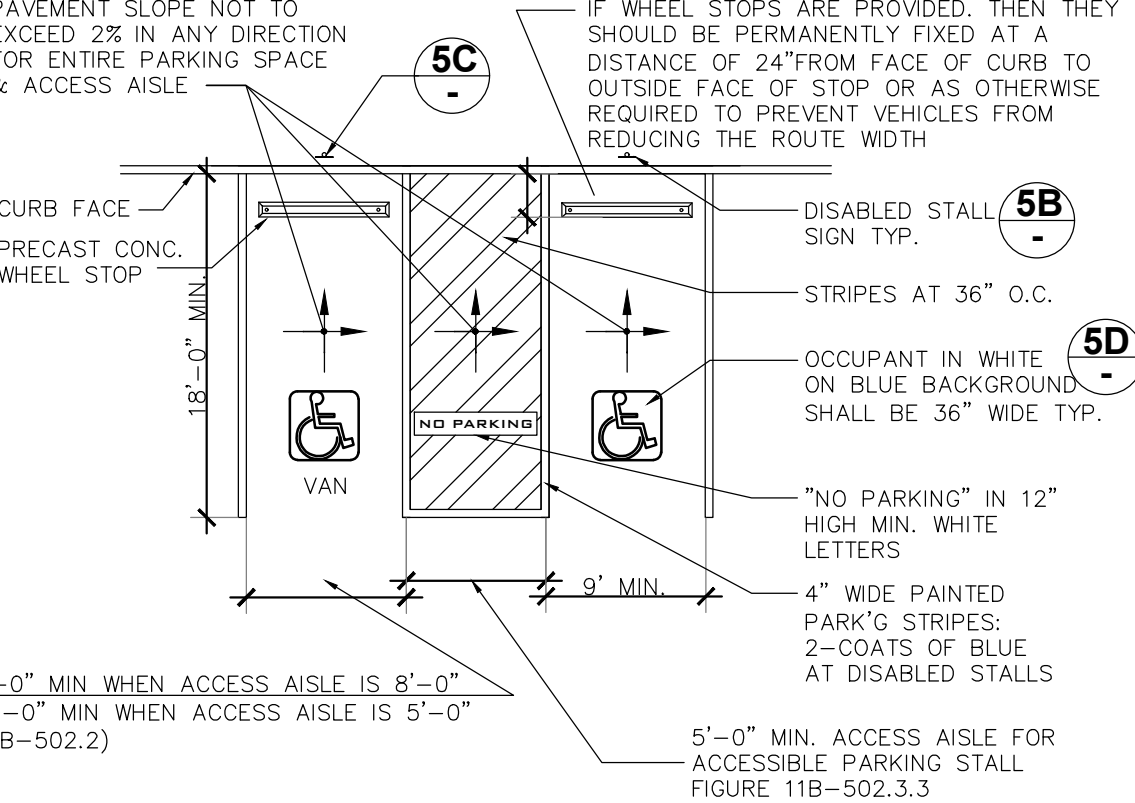


1. THE GRAB BAR SHALL HAVE A 1/8" MIN. RADIUS ON ALL EDGES AND BE FREE OF SHARP OR ABRASIVE ELEMENTS.
2. THE STRUCTURAL STRENGTH OF GRAB BAR FASTENERS AND MOUNTING DEVICES SHALL MEET THE SPECIFICATIONS IN SECTION 511.1A-9

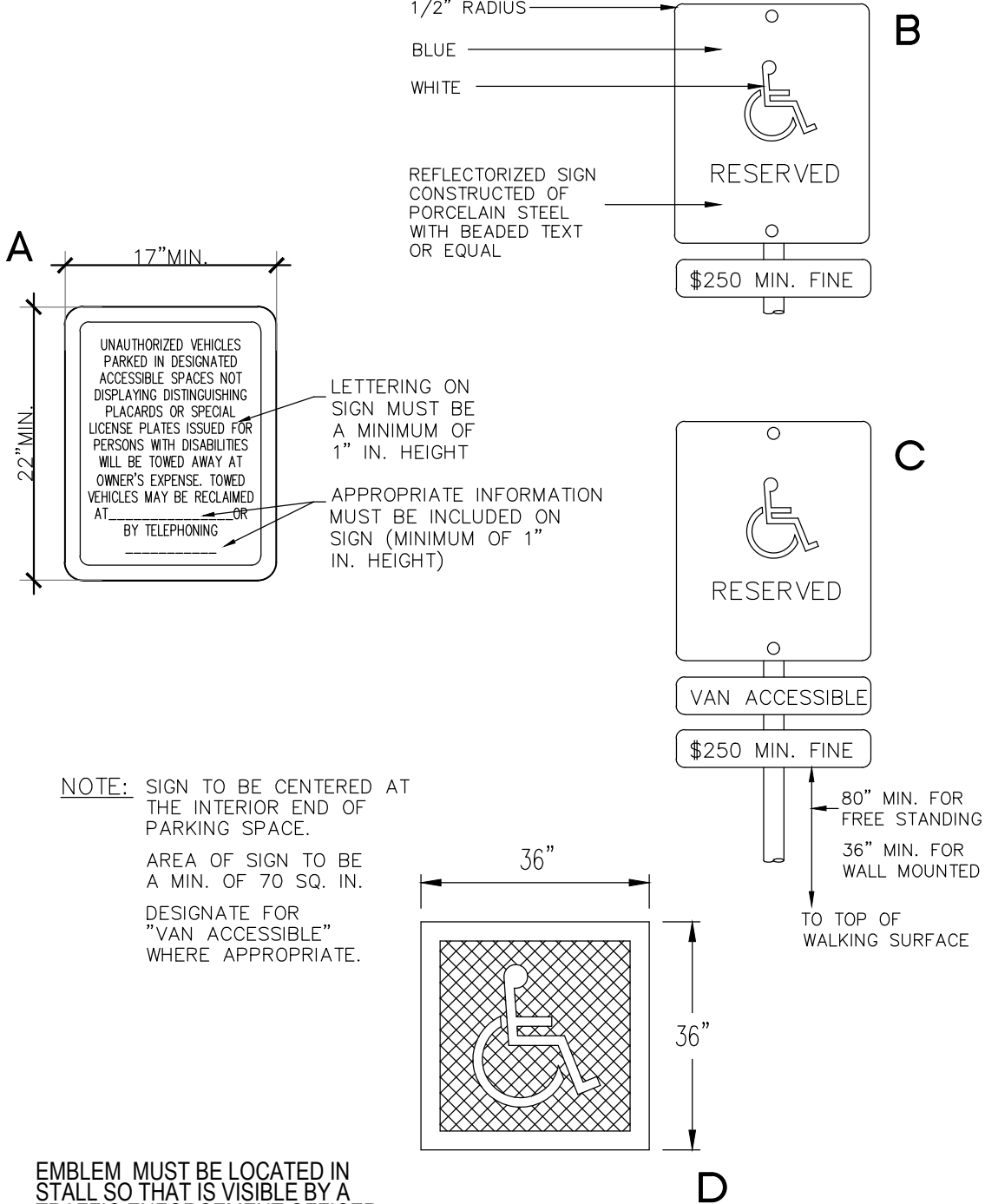
GRAB BAR

8 TOILET DETAIL

SCALE: N.T.S.



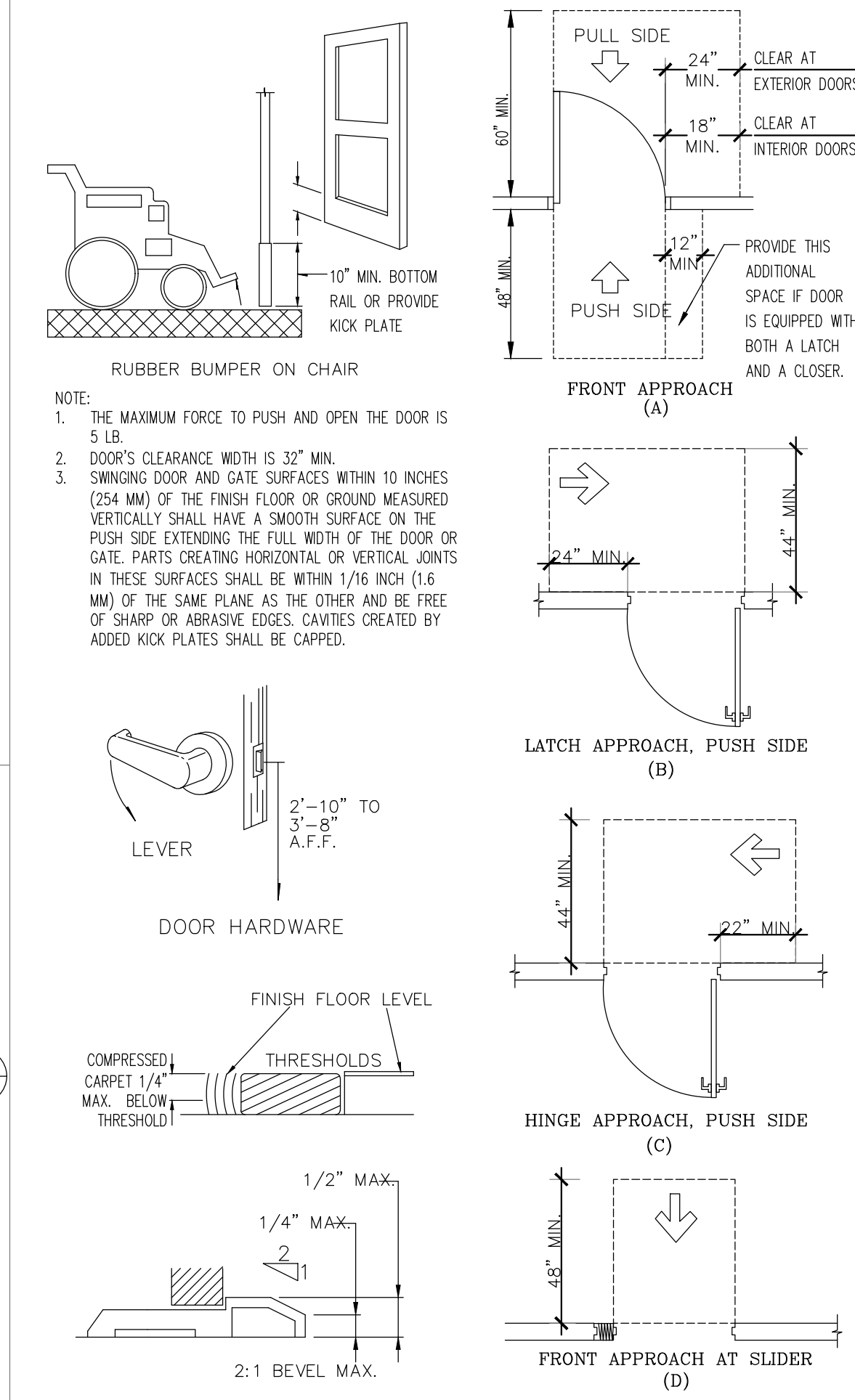
1. EACH SPACE FOR THE DISABLED IS REQUIRED TO BE IDENTIFIED BY A PERMANENT, REFLECTORIZED SIGN WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
2. THE SURFACE OF EACH SPACE FOR THE DISABLED IS REQUIRED TO HAVE A 3 FOOT SQUARE INTERNATIONAL SYMBOL OF ACCESSIBILITY ATENELED IN BLUE PAINT.
3. AT THE ENTRANCE TO OFFSTREET PARKING FACILITIES, A CONSPICUOUS SIGN AT LEAST 17" BY 22" IS REQUIRED FOR SIGN IDENTIFICATION.



EMBLEM MUST BE LOCATED IN STALL SO THAT IT IS VISIBLE BY A TRAFFIC ENFORCEMENT OFFICER WHEN A VEHICLE IS PROPERLY PARKED IN THE SPACE (CENTERED AT ENTRANCE TO STALL RECOMMENDED)

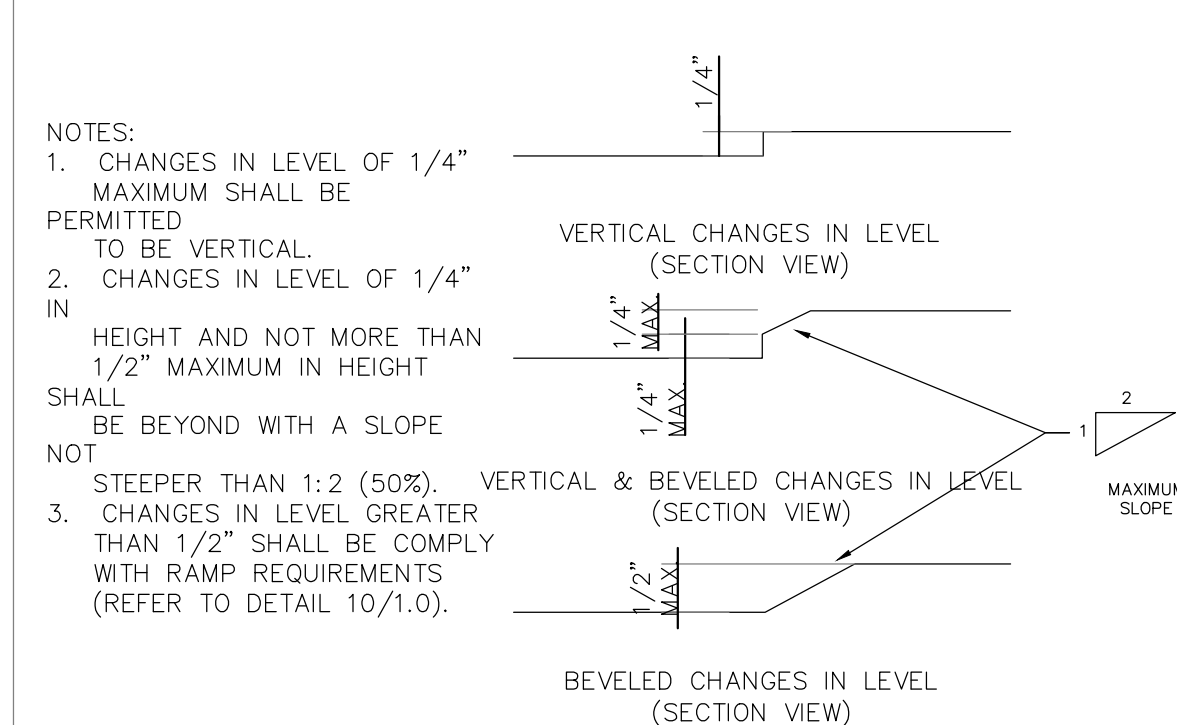
5 ACCESSIBLE PARKING STALL

SCALE: N.T.S.



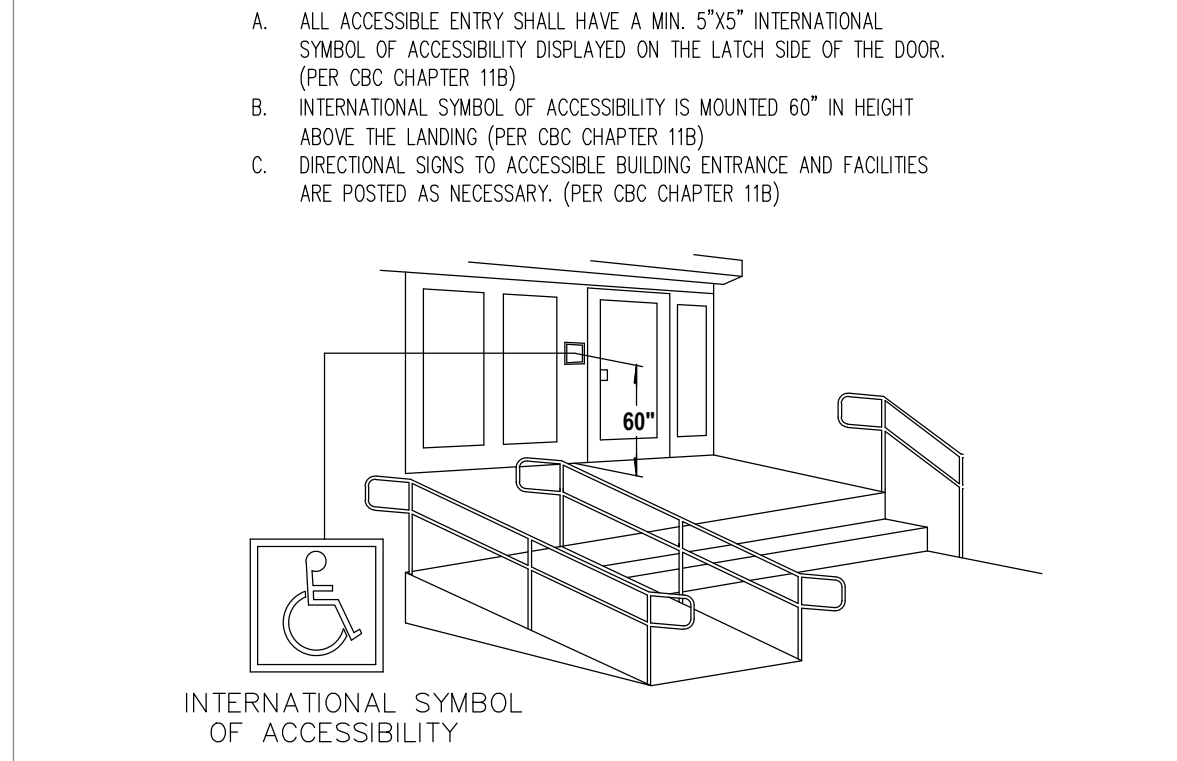
1 CLEARANCE AT DOOR & DETAIL

SCALE: N.T.S.



2 VERTICAL LEVEL CHANGE ON ACCESSIBLE ROUTE AND AT DOOR THRESHOLD DETAIL

SCALE: N.T.S.



3 ENTRANCE SIGN

SCALE: N.T.S.



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ADA DETAILS
PET CLINIC T.I.
25226 CABOT RD.,
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DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	

A-501

DOOR SCHEDULE

	W x H	N/EX	DOOR TYPE/MATERIAL/FRAME	FIRE RATED	OPERATION/HARDWARE	NOTES
①	3'-0"x7'-0"	EX	-SWING -TEMPERED GLASS -METAL FRAME	-	-PUSH/PULL -SELF-CLOSING -LOCKSET	
②	3'-0"x7'-0"	NEW	-SWING DOOR -SOLID WOOD -WOOD FRAME	-	-LEVEL HANDLE -SELF-CLOSING	
③	3'-0"x7'-0"	EX	-SWING DOOR -WOOD -METAL FRAME	-	-PANIC HARDWARE -SELF-CLOSING -SELF-LATCHING	

NOTES:
1. THE UNLATCHING OF ANY DOOR OR LEAF FOR EGRESS SHALL REQUIRE NOT MORE THAN ONE MOTION IN A SINGLE LINEAR OR ROTATIONAL DIRECTION TO RELEASE ALL LATCHING AND ALL LOCKING DEVICES.
2. IF LOCK IS PROVIDED IN MAIN DOOR, A READILY VISIBLE DURABLE SIGN SHALL BE POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH (25 MM) HIGH ON A CONTRASTING BACKGROUND.
3. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM.
4. SWINGING DOOR AND GATE SURFACES WITHIN 10 INCHES OF THE FINISH FLOOR OR GROUND MEASURED VERTICALLY SHALL HAVE A SMOOTH SURFACE ON THE PUSH SIDE EXTENDING THE FULL WIDTH OF THE DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS IN THESE SURFACES SHALL BE WITHIN 1/16 INCH OF THE SAME PLANE AS THE OTHER AND BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY ADDED KICK PLATES SHALL BE CAPPED.

- FIRE DEPARTMENT NOTES:
- IN BUILDINGS WITH GROUP B OCCUPANCY, THE MAIN EXTERIOR DOORS ARE PERMITTED TO BE EQUIPPED WITH KEY-OPERATED LOCKING DEVICES FROM THE EGRESS SIDE PROVIDED:
A. THE LOCKING DEVICE IS READILY DISTINGUISHABLE AS LOCKED;
B. A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH HIGH ON A CONTRASTING BACK-GROUND; AND
C. THE USE OF THE KEY-OPERATED LOCKING DEVICE IS REVOCABLE BY THE BUILDING OFFICIAL FOR DUE CAUSE.
 - NO THUMB TURNS ALLOWED

FINISH SCHEDULE

AREA	FLOOR	COVE BASE	WALL	CEILING
DOG WAITING AREA CAT WAITING AREA LAB PHARMACY STERILIZATION TREATMENT ISO ROOM DR.OFFICE X-RAY ROOM	SAND EPOXY	4" H. VINYL BASE	5/8" GYP.BD W/ EGGSHELL SMOOTH COLOR PAINT	T-BAR CEILING (SMOOTH, NONABSORBENT, WASHABLE)
EXAM#1 EXAM#2 EXAM#3 EXAM#4 RECEPTION BREAK ROOM	LVT FLOORING	4" H. VINYL BASE	5/8" GYP.BD W/ EGGSHELL SMOOTH COLOR PAINT	DRYWALL CEILING
SURGERY	SAND EPOXY	6" H. EPOXY BASE W/ 3/8" RADIUS	5/8" GYP.BD W/SEMI-GLOSS SMOOTH COLOR PAINT	DRYWALL CEILING
KENNEL	SAND EPOXY	6" H. EPOXY BASE W/ 3/8" RADIUS	5/8" GYP.BD W/SEMI-GLOSS SMOOTH COLOR PAINT	T-BAR CEILING (SMOOTH, NONABSORBENT, WASHABLE)
ALL-GENDER#1 ALL-GENDER#2	QUARRY TILE	6" H. QUARRY BASE W/ 3/8" RADIUS	4FT HIGH CERAMIC TILE WAINSCOT FROM FINISH FLOOR; 5/8" GYP. BD, W/ SEMI-GLOSS ENAMEL PAINT. (SMOOTH, NONABSORBENT, WASHABLE)	DRYWALL CEILING (SMOOTH, NONABSORBENT, WASHABLE)

NOTES

- WALL, FLOOR AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CBC T- 803.13".



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SEAL:

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- ☒ PLAN CHECK
- ☐ BID
- ☐ AS-BUILT

SCHEDULES

PET CLINIC T.I.

25226 CABOT RD,
LAGUNA HILLS, CA 92653

DATE	12/15/2025
SCALE	SEE PLAN
DRAWN BY	V.W.
JOB	2511C25226
SHEET	

A-601



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Local Public Employee Vacant Positions

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Receive a presentation regarding local public employee vacant positions, pursuant to AB 2561 and Government Code section 3502.3.

Background:

Assembly Bill (“AB”) 2561 adds Government Code Section 3502.3 to the Meyers-Milias-Brown Act (“MMBA”), imposing new obligations on public agencies related to tracking and presenting information on job vacancies. The new law and the legal obligations thereunder took effect January 1, 2025.

AB 2561 declares that job vacancies in local government are a widespread and significant problem for the public sector, and that job vacancies may undermine labor relations between public agencies and their employees. AB 2561 requires that, on an annual basis, public agencies assess and address vacancy rates in order to help avoid the negative effects of under-staffing on the delivery of public services as well as on public employees.

Under Government Code Section 3502.3, public agencies must now do the following:

1. Track job vacancies at the agency;

2. Present information on the status of the vacancies and the agency's recruitment and retention efforts prior to the adoption of the budget; and
3. Identify, during the public hearing, any policies, procedures, and recruitment activities that may present obstacles in the agency's hiring process and potential changes that may alleviate such obstacles.

The City of Laguna Hills has currently approved, allocated, and budgeted for 28 full-time positions, of which 25 are filled and 3 are vacant. The City also has approximately 10 to 15 part-time Community Service Leaders, at any given time.

Employment by group is as follows:

1. The City has 2 full-time positions, the City Manager and Assistant City Manager, whose employment is governed by direct agreement.
2. The City has 4 full-time positions in the Management and Confidential group. This group's employment is governed by adopted Resolution, along with the previously mentioned part-time Community Service Leader classification. There is one vacancy in this group.
3. The City has 22 full-time positions in the Laguna Hills City Employees Association (LHCEA), a formal bargaining group governed by a Memorandum of Understanding (MOU). There are two vacant full-time positions in this group, resulting in a vacancy rate of approximately 9%.

Vacancy #1 City Clerk - In February 2026, the City Clerk resigned from employment. Soon thereafter, the City started the recruitment process. The City is actively engaged in the hiring process for this critical role. In the meantime, the City hired a retired annuitant to fill in as the Interim City Clerk. Applications have been received and interviews have already occurred. The City does not foresee the need to change hiring practices to be able to fill this position. The City anticipates filling this role soon.

Vacancy #2 Deputy City Clerk - In April 2026, the Deputy City Clerk resigned from employment. Soon thereafter, the City started the recruitment process. The City is actively engaged in the hiring process for this important position. Applications have been received and interviews have already occurred. The City does not foresee the need to change hiring practices to be able to fill this position. The City anticipates filling this role soon.

Vacancy #3 Principal Planner - In March 2026, the City Council authorized and approved this position. Currently, the City is actively recruiting a Principal Planner for the Community Development Department. The City does not foresee the need to change hiring practices to be able to fill this position. The City anticipates filling this role in the near future.

Community Service Leaders - The City continuously hires part-time Community Service Leaders to staff the Community Center and parks and recreation activities. The City does not have a specified number of positions in this group; rather, its pool of part-time employees staff the available shifts.

Fiscal Impact:

There is no fiscal impact to receiving this staff report and presentation.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Resolution Establishing City Council Policy No. 128 Regarding Disruption of Telephonic or Internet Service During Public Meetings

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing City Council Policy No. 128 Regarding Disruption of Telephonic or Internet Service During Public Meetings."

Background:

On October 3, 2025, Governor Newsom signed State Senate Bill 707 (SB 707) into law. The intent of this bill is to increase public engagement in local government and modernize the Ralph M. Brown Act. Some SB707 provisions went into effect on January 1, 2026; however, the most significant changes will become effective on July 1, 2026.

Effective July 1, 2026, SB 707 requires, "eligible legislative bodies," including the Laguna Hills City Council, to meet new public meeting requirements, including allowing remote participation via two-way phone or video, adopting a "technology disruption policy" outlining steps if remote access by the public fails, and conducting outreach to encourage participation from underrepresented groups including providing a public space to post translated agendas.

Staff will address these requirements through the following actions:

- Allow remote participation via two-way phone or video: Implement Zoom Webinar Council Chamber technology upgrades, which has already been accomplished.

- Adopt a "technology disruption policy" outlining steps if remote access fails: Draft policy attached as City Council Policy No. 128.
- Conduct outreach to encourage participation from underrepresented groups: Upcoming CR&R bill insert and posting on the City's social media channels.
- Provide a public space to post translated agendas near official postings: Install a bulletin board adjacent to the existing bulletin board at City Hall and at the Community Center.

Technology Disruption Policy:

Government Code § 54953.4 requires the City Council to adopt, by July 1, 2026, a technology disruption policy. The policy must address procedures for responding to disruptions of telephonic or internet service during a meeting and the efforts the legislative body will make to restore service.

The statute further requires that if a disruption occurs that prevents members of the public from observing or participating in a City Council meeting through the two-way telephonic or audiovisual platform, the City Council must recess the open session for at least one hour and make a good faith effort to restore service. During this time, the City Council may meet in closed session, as permitted by law.

The City Council may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first. If service has not been restored upon reconvening, the City Council must make findings by roll call vote that good-faith efforts were made to restore access and that the public interest in continuing the meeting outweighs the public interest in providing remote access. Alternatively, the meeting may be adjourned.

The proposed policy incorporates these requirements and establishes procedures to ensure transparency and continuity of meetings in the event of a technology disruption during a City Council meeting, while maintaining flexibility to respond based on the specific circumstances.

Additional SB 707 changes include:

Non-traditional teleconferencing expanded: Extends the pandemic-era teleconference rules through January 1, 2030 and allows Council Members to participate remotely without posting their location publicly when qualifying under "just cause." "Just cause" has been expanded to include childcare responsibilities, illness, family emergencies,

work related travel or military service obligations. Council Members may participate remotely up to 5 meetings per year once Zoom technology is implemented.

ADA remote participation: Council Members with disabilities may participate remotely as a reasonable accommodation, using audio/video (or audio-only if necessary), and must disclose any adults present. Remote participation by such members counts toward quorum, and standard teleconferencing rules do not apply.

Social media restrictions extended: This law provides that a member of a legislative body may not directly respond to a social media post regarding agency business that is made, posted or shared by another member of the same legislative body. AB 992's limits on members discussing official business on social media (including posts, comments, or emojis) are now permanent and no longer expire in 2026.

SB 707 also authorizes remote teleconference meetings by "eligible subsidiary bodies" such as the Traffic Commission, Parks & Recreation Commission, or other Council-appointed Committees; however, this authorization must be granted by separate City Council Resolution.

City staff has prepared draft City Council Policy 128, Disruption of Telephonic or Internet Service During Public Meetings ("Technology Disruption Policy") to establish procedures for public participation in person, telephonically, and via Zoom. Accordingly, Staff recommends adopting City Council Policy No. 128 by Resolution.

Fiscal Impact:

A Zoom Webinar subscription was required at an initial annual cost of \$300, which may be subject to annual increases. There is sufficient budget in the FY 25-26 General Fund Information Technology account to cover the initial Zoom Webinar subscription cost, and ongoing costs will be incorporated into future General Fund budgets.

Attachments:

1. Proposed Resolution: Technology Disruption Policy
2. Proposed City Council Policy No. 128: Disruption of Telephonic or Internet Service During Public Meetings

RESOLUTION NO. 2026-05-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING CITY COUNCIL POLICY NO. 128 REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, on October 3, 2025, Governor Newsom signed State Senate Bill 707 (SB 707) into law as codified, in part, in Government Code § 54953.4; and

WHEREAS, the intent of this bill is to increase public engagement in local government and modernize the Ralph M. Brown Act; and

WHEREAS, SB 707 requires, “eligible legislative bodies,” including the Laguna Hills City Council, to meet new public meeting requirements, including allowing remote participation via two-way phone or video and adopting a “technology disruption policy” outlining steps if remote access by the public fails; and

WHEREAS, Government Code § 54953.4 requires the City Council to adopt, by July 1, 2026, a technology disruption policy; and

WHEREAS, the technology disruption policy must address procedures for responding to disruptions of telephonic or internet service during a meeting and the efforts the legislative body will make to restore service.

WHEREAS, the City Council, to comply with Government Code § 54953.4, is adopting said policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. City Council Policy No. 128, entitled “Disruption of Telephonic or Internet Service During Public Meetings” is hereby adopted in its entirety as set forth in Exhibit “A,” which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 26th day of May, 2026.

DON CASKEY, MAYOR

ATTEST:

KAREN HAMMAN, INTERIM CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
05-26-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 26th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAREN HAMMAN, INTERIM CITY CLERK

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

POLICY No. 128

Effective Date: July 1, 2026

Last Revision: N/A

PURPOSE:

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the Laguna Hills City Council, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

BACKGROUND:

Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that requirement and to ensure continuity of public participation during technical disruptions.

POLICY:

DEFINITIONS

For purposes of this policy:

- “Disruption” means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- “Remote access services” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

APPLICABILITY

This policy applies to all open and public meetings of the City Council at which remote public participation is offered or required under the Brown Act.

PROCEDURES IN THE EVENT OF A SERVICE DISRUPTION

Response to Service Disruption

If the Presiding Officer or Clerk becomes aware of a disruption to the agency’s remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Information Technology Administrator or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
3. Staff shall begin efforts to diagnose and restore the disrupted service.
4. The meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.

Efforts to Restore Service

The agency shall make good faith efforts to restore remote access services, which may include:

- Troubleshooting platform or teleconferencing software
- Resetting or replacing audiovisual equipment
- Attempting alternative connection methods
- Contacting necessary support staff or service providers
- Switching to back-up equipment or platforms, if available

The technical staff shall document the restoration efforts undertaken.

RECONVENING THE OPEN SESSION

Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.

If Service Is Restored

If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.

If Service Is Not Restored

If service has not been restored after one hour, the City Council may reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

“The City of Laguna Hills has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored.

RECORDKEEPING

The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted to continue the meeting

REVIEW AND UPDATES

This policy may be amended by the City of Laguna Hills at a noticed public meeting in open session, not on the consent calendar.

ATTACHMENTS:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Urgency Ordinance Pursuant to Government Code Section 65858 to Establish a Temporary Moratorium on New or Expanded Massage Establishments in Laguna Hills

Recommendation: That the City Council

1. Find and determine that the proposed urgency ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) and is exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines; and
2. Adopt an Urgency Ordinance entitled: "An Interim Urgency Ordinance of the City Council of the City of Laguna Hills Pursuant to Government Code Sections 36937 and 65858, Establishing a Temporary Moratorium on New or Expanded Massage Establishments Pending Study and Preparation of an Update to the City's Municipal Code and Zoning Code and Determining the Ordinance to be Exempt from Environmental Review Under CEQA."

Background:

Over the past two years, the Orange County Sheriff's Department ("OCSD") and City Code Enforcement staff have identified and investigated reports of illicit activity occurring at massage establishment businesses operating within the Laguna Hills ("City"). Although the Laguna Hills Municipal Code ("LHMC") contains provisions authorizing the revocation of Massage Establishment Permits issued to businesses within the City, the absence of adequate land use and zoning controls for massage

establishments has contributed to a high concentration of permitted establishments within City limits. Currently, the City has 22 permitted massage establishments, representing one of the higher concentrations of massage establishments on a per capita basis within Orange County served by OCSD.

In addition, the investigation, enforcement, and permit revocation process associated with confirmed illicit activity requires substantial staff time and administrative resources, thereby creating an ongoing operational and fiscal burden on City departments and the City budget.

Since February 2024, OCSD conducted investigations at massage establishments across the City. According to law enforcement reports, massage therapists attempted to engage in illicit sexual activity with undercover investigators at three permitted massage establishments: 25401 Alicia Parkway; 25201 La Paz Road #101; and 23030 Lake Forest Drive #203; and three illegal, non-permitted massage establishments at 23151 Verdugo Drive Unit # 107, 24953 Paseo De Valencia #12-B, and 23412 Moulton Parkway #250. These incidents resulted in, among other things, the City issuing administrative citations and criminal police reports, revoking a massage establishment permit; and/or denying a subsequent application for a massage establishment permit for 23030 Lake Forest Drive #203.

On August 19, 2025, the City of Lake Forest enacted a temporary moratorium on massage establishments in response to a documented increase in illegal operations, noncompliance with applicable zoning and operational requirements, and reports of illicit activities associated with prostitution and human trafficking. Following implementation of the moratorium, the City of Laguna Hills experienced an increase in inquiries related to the establishment of new massage businesses within the city. Concurrently, the OCSD and City Code Enforcement staff reported an increase in complaints concerning both licensed and unlicensed massage establishments, including allegations of suspected prostitution-related activity.

Despite the City's existing regulatory framework governing massage establishments, recent investigations and enforcement actions indicate that current zoning, permitting, operational, inspection, and enforcement provisions may be inadequate to effectively prevent illicit sexual activity, suspected prostitution, potential human trafficking, and associated public safety impacts linked to certain massage establishments. During the term of the moratorium, City staff will collect and evaluate additional data regarding the operational and community impacts of massage establishments and will research, analyze, and develop recommendations for the City Council regarding potential amendments to the City's regulatory and permitting processes for new massage

establishments.

To become effective, the proposed urgency ordinance requires approval by a four-fifths (4/5) vote of the City Council. Upon adoption, the ordinance would remain in effect for a period of 45 days unless earlier repealed, terminated, or extended by the City Council. Pursuant to California Government Code Section 65858, the moratorium may subsequently be extended for an additional 10 months and 15 days, and thereafter for one additional year.

Fiscal Impact:

None.

Attachments:

1. Urgency Ordinance
2. Map of Massage Establishments in Laguna Hills

URGENCY ORDINANCE NO. 2026-#

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS PURSUANT TO GOVERNMENT CODE SECTIONS 36937 AND 65858, ESTABLISHING A TEMPORARY MORATORIUM ON NEW OR EXPANDED MASSAGE ESTABLISHMENTS PENDING STUDY AND PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM ENVIRONMENTAL REVIEW UNDER CEQA.

WHEREAS, Article XI, Section 7 of the California Constitution authorizes the City of Laguna Hills ("City"), through its general police powers, to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City protects the health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing and health and safety regulations on specified commercial activities; and

WHEREAS, the City is authorized by State law, including, without limitation, Government Code Section 51030 et seq. and Business & Professions Code Sections 460, 4612, and 16000 et seq. to regulate massage establishments by imposing reasonable zoning, business licensing, and health and safety requirements on massage establishments; and

WHEREAS, massage establishments are regulated pursuant to Laguna Hills Municipal Code ("LHMC") Chapter 4-28, which contains the licensing requirements and operational standards for massage establishments in the City; and

WHEREAS, despite the existing regulatory framework, recent investigations and enforcement actions demonstrate that current zoning, permitting, operational, inspection, and enforcement provisions may be insufficient to prevent illicit sexual activity, suspected prostitution, potential human trafficking, and related public safety impacts associated with certain massage establishments; and

WHEREAS, in recent years, the City has experienced issues related to illicit sexual activity and suspected prostitution at businesses offering massage services; and

WHEREAS, since 2024, the Orange County Sheriff's Department ("OCSD") conducted investigations at massage establishments throughout the City. According to law enforcement reports, massage therapists attempted to engage in illicit sexual activity with undercover investigators at three permitted massage establishments: 25401 Alicia Parkway; 25201 La Paz #101; and 23030 Lake Forest Dr #203; and three illegal, non-permitted massage establishments at 23151 Verdugo Drive, Unit # 107, 24953 Paseo De Valencia #12-B, and 23412 Moulton #250. These incidents resulted in, among other things, the City issuing administrative citations and police citations, revoking a massage

establishment permit; and/or denying a subsequent application for a massage establishment permit for 23030 Lake Forest Dr #203; and

WHEREAS, the above illegal activity resulted in significant public expense including code enforcement inspections, law enforcement undercover operations, administrative and legal review, and enforcement actions which have diverted staff time and financial resources from other pressing City needs; and

WHEREAS, massage establishments that offer illicit sexual activity pose an immediate and significant threat to the health, safety and welfare of the community. Among other things, these impacts include the potential for worker exploitation, coercion, human trafficking, prostitution activity, public nuisance conditions, injury or abuse to patrons, secondary criminal activity, and diversion of law enforcement and code enforcement resources by virtue of the secretive nature associated with offering unauthorized and undisclosed services; and

WHEREAS, pursuant to Government Code Sections 36937 and 65858, the City Council may adopt an interim urgency ordinance to protect the public safety, health, and welfare. Section 65858 specifically allows a temporary moratorium to prohibit any uses that may be in conflict with a contemplated zoning proposal that the City intends to study, provided that the City Council finds that there is a current and immediate threat to the public health, safety, or welfare and that approval of additional entitlements would result in that threat; and

WHEREAS, City staff requires time to further gather data about the adverse impacts of massage establishments that provide illicit services, and to research, study, and consider ways to amend the City's regulatory process and the Laguna Hills Municipal Code to protect the public health and safety and reduce illegal activities occurring at these businesses; and

WHEREAS, as a result, the City Council desires to institute a forty-five (45) day moratorium on the establishment of new massage establishments and the expansion, relocation, or material modification of existing massage establishments to allow staff and the City Council the opportunity to research and select the best course of action to protect the City's citizens, visitors and businesses, and the community at large; and

WHEREAS, the City Council finds that this temporary moratorium is necessary to preserve the status quo and prevent additional massage establishments from opening, expanding, relocating, or materially modifying their operations before the City has completed its study and adopted appropriate amendments, and that the moratorium is limited to the minimum period necessary to conduct that review; and

WHEREAS, all legal prerequisites to the adoption of this urgency ordinance have occurred, and this Ordinance is adopted by at least a four-fifths vote of the City Council pursuant to Government Code section 65858.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills finds that this ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this interim urgency ordinance is nonetheless exempt from the requirements of CEQA. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Urgency Findings. This Ordinance is adopted under the provisions of Government Code Sections 36937 and 65858. The City Council finds that massage establishments as described herein pose significant and urgent threats to the health, safety and welfare of the community from documented illicit sexual activity, suspected prostitution, potential human trafficking, and related public safety impacts associated with certain massage establishments, and that approval of additional entitlements for new or expanded massage establishments would result in that threat, as follows:

a. In recent years, the City has experienced issues related to illicit sexual activity, suspected prostitution, potential human trafficking, and related public safety impacts at businesses offering massage services.

b. Since 2024, the Orange County Sheriff's Department ("OCSD") conducted investigations at massage establishments across the City. According to law enforcement reports, massage therapists attempted to engage in illicit sexual activity with undercover investigators at three permitted massage establishments: 25401 Alicia Parkway; 25201 La Paz #101; and 23030 Lake Forest Dr #203; and three illegal, non-permitted massage establishments at 23151 Verdugo Drive, Unit # 107, 24953 Paseo De Valencia #12-B, and 23412 Moulton #250. These incidents resulted in, among other things, the City issuing administrative citations and police citations, revoking a massage establishment permit; and/or denying a subsequent application for a massage establishment permit for 23030 Lake Forest Dr #203.

c. The above illegal activity resulted in significant public expense including code enforcement inspections, law enforcement undercover operations, and administrative and legal review and enforcement actions. These illegal activities diverted staff time and financial resources from other pressing City needs.

d. Massage establishments that offer illicit sexual activity pose an immediate and significant threat to the health, safety and welfare of the community. Among other things, these impacts include the potential for worker exploitation, coercion, human trafficking, prostitution activity, public nuisance conditions, injury or abuse to patrons,

secondary criminal activity, and diversion of law enforcement and code enforcement resources by virtue of the secretive nature associated with offering unauthorized and undisclosed services.

e. Despite the City's existing regulatory framework for massage establishments, recent investigations and enforcement actions demonstrate that the City requires time to evaluate whether additional zoning, permitting, licensing, inspection, renewal, revocation, and enforcement amendments are necessary to prevent illicit activity and protect the public health, safety, and welfare.

f. The approval of additional use permits, variances, building permits, business licenses, massage establishment operator's permits, certificates of use and occupancy, or other applicable entitlements for new or expanded massage establishments before the City completes its study would create a current and immediate threat to the public health, safety, and welfare by allowing additional establishments to open, expand, relocate, intensify, or materially modify their operations under a regulatory framework the City has determined requires further review.

SECTION 4. Temporary Moratorium. The City Council hereby directs and orders that, during the time that this urgency ordinance is in effect, the City will not approve or issue any use permit, variance, building permit, or other applicable entitlement for the following: new massage establishments, or the enlargement, relocation or material modification of existing massage establishments. During the moratorium period, any massage establishment that has obtained a use permit prior to the effective date of this Ordinance will be allowed to obtain a license and building permit, provided that such license or building permit does not authorize the enlargement, relocation, or material modification of an existing massage establishment. Existing massage businesses may continue to apply for licenses or license renewals, and the City may continue to make final decisions on those applications. Nothing in this Ordinance shall be construed to limit the City's authority to inspect, investigate, cite, suspend, revoke, deny, refuse to renew, or otherwise enforce any applicable law against any massage establishment, owner, operator, manager, employee, or property owner.

SECTION 5. The City will continue to accept and process applications for uses prohibited by this moratorium if so legally required. Any application received and processed during the moratorium shall be processed at the applicant's sole cost and risk with the understanding that no permit, approval, or other entitlement for a use covered by Section 4, above, may issue while this moratorium or any extension thereof is in effect. Notwithstanding anything to the contrary, the City will process and make final decisions on massage establishment license applications and renewals thereof during the moratorium period or *any* extension thereof.

SECTION 6. This Urgency Ordinance shall be effective immediately and shall remain in effect for forty-five (45) days from its adoption, unless earlier repealed, terminated, or extended in accordance with Government Code section 65858.

SECTION 7.No less than ten (10) days prior to the scheduled expiration of this Ordinance, staff shall issue a report to the City Council on the progress of its study and on determinations for how the City should proceed, insofar as conclusions have been drawn.

SECTION 8.The City Clerk shall certify the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 9.The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at Laguna Hills City Hall, 24035 El Toro Road, Laguna Hills, California 92653.

SECTION 10.If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED, AND ADOPTED by at least a four-fifths vote of the City Council this _____ day of _____ 2026.

DON CASKEY, MAYOR

ATTEST:

KAREN HAMMAN, INTERIM CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Karen Hamman, Interim City Clerk of the City of Laguna Hills, California,
DO HEREBY CERTIFY that the foregoing Urgency Ordinance No. _____ was duly
adopted and passed by at least a four-fifths vote of the City Council at a Regular Meeting
of the City Council held on the _____ day of _____ 2026, by the
following vote, to wit:

AYES:

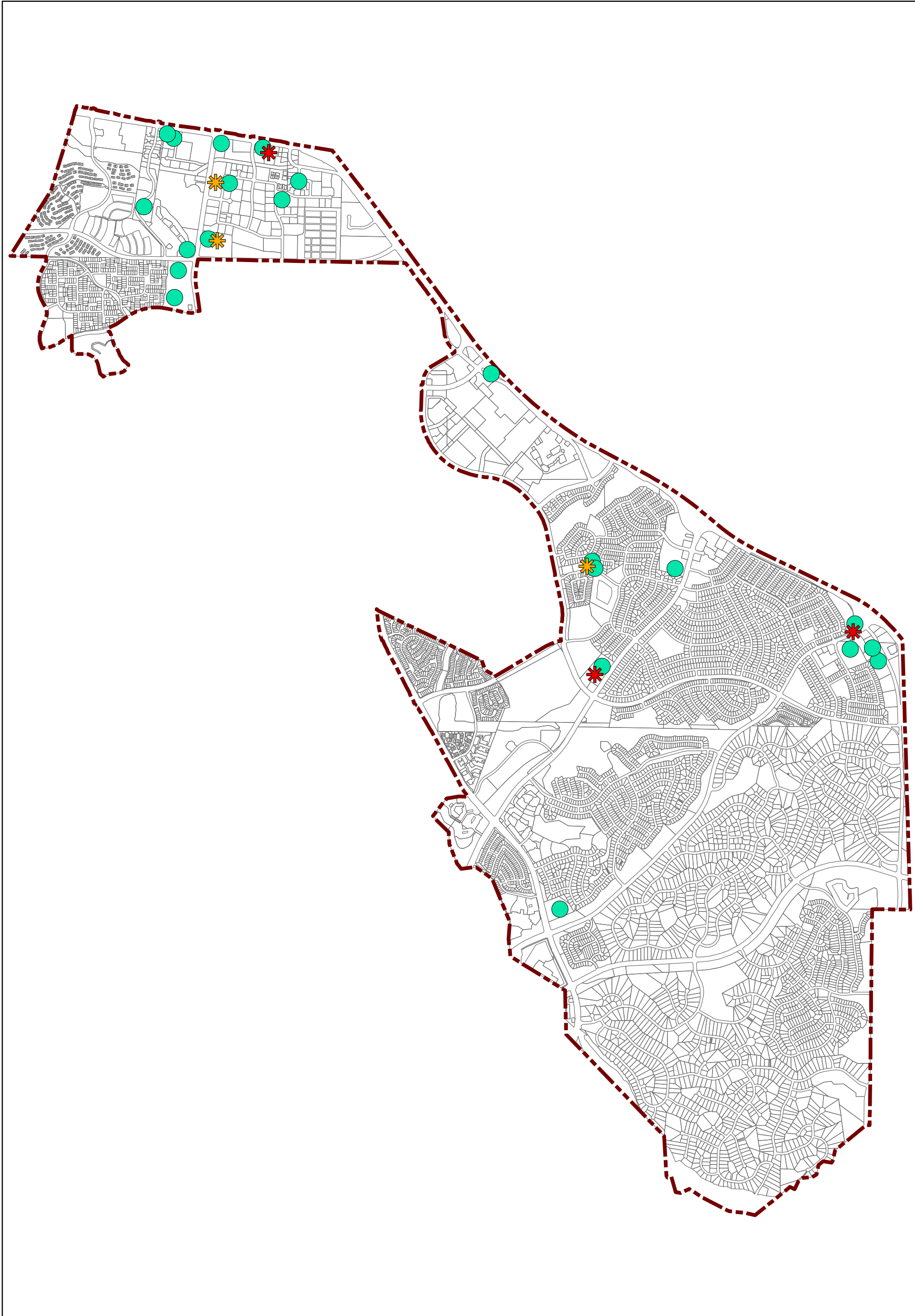
NOES:

ABSENT:

ABSTAIN:

(SEAL)

KAREN HAMMAN, INTERIM CITY CLERK

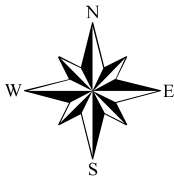


City of Laguna Hills

Massage Establishments

Status of Massage Establishments (since 2024)

● Permitted (Active) * Permitted (Closed) * Unpermitted (Closed)





City of Laguna Hills City Council / Planning Agency Staff Report

Date: May 26, 2026
To: Mayor and Council Members
From: Karen Hamman, Interim City Clerk
Issue: Committee Assignment Reports

Recommendation: That the City Council receive reports from the City Council Members on the City Council Committee Assignments listed on the staff report.

Background:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments.

[San Joaquin Hills Transportation Corridor Agency Foothill/Eastern Transportation Corridor Agency Board of Directors](#)

Council Member Pezold
May 14, 2026

[Orange County Mosquito and Vector Control District Board of Trustees](#)

Council Member Pezold
May 21, 2026

[Orange County Older Adults Advisory Commission Executive Committee](#)

Council Member Wheeler
May 22, 2026

Fiscal Impact:

The City does not provide any additional compensation to City Council Members for serving on outside agency boards or committees.

Attachments: None