City of Laguna Hills
City Council / Planning Agency

Regular Meeting Agenda
Tuesday, June 9, 2026 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

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, June 9, 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, June 9, 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 Pro Tem Mathis

Pledge of Allegiance: Council Member Wheeler

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 26, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the May 26, 2026, Regular Meeting.

4.3 Ratification of June 9, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 15, 2026, to May 29, 2026, in the amount of $705,743.95.

4.4 Approval of Resolutions Related to the November 3, 2026, General Municipal Election

Recommendation: That the City Council 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Calling for the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities"; 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Requesting The Board of Supervisors of the County of Orange to Consolidate a General Municipal Election to be Held on November 3, 2026, with the Statewide General Election to be Held on the Same Date Pursuant to Section 10403 of the Elections Code"; and 3) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2026.

4.5 Amendment No. 1 to Maintenance Services Agreement with SCA of CA, LLC for Citywide Street Sweeping and Roadway Cleaning

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement with SCA of CA, LLC; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement.

4.6 Amendment No. 1 to Street Maintenance Services Agreement with Charles Abbott Associates, Inc. for Citywide Street and Roadway Maintenance Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates, Inc. for Citywide Street and Roadway Maintenance Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the

City Manager to sign Amendment No. 1 to the Street Maintenance Services Agreement.

4.7 Amendment No. 1 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical and Data, Inc. for Citywide Traffic Signal Maintenance Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Traffic Signal Maintenance Services Agreement with Crosstown Electrical and Data, Inc. for Citywide Traffic Signal Maintenance Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Agreement; and 3. Authorize the City Manager to sign Amendment No. 1 to the Traffic Signal Maintenance Services Agreement.

4.8 Amendment No. 1 to Professional Services Agreement with WSP USA, Inc. for NPDES Program Management and Inspection Consulting Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Professional Services Agreement with WSP USA, Inc. for NPDES Program Management and Inspection Consulting Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Professional Services Agreement.

4.9 Adoption of Fiscal Year 2026-2027 Civic Center Budget

Recommendation: That the City Council approve and adopt the FY 2026-2027 Civic Center Budget.

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 Continuation - 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. Reopen the public hearing continued from the Planning Agency meeting of May 26, 2026; 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).”

5.3.2 Conditional Use Permit (CUP) No. USE-0255-2026, a request by Daniel Ho, on behalf of Ronald Reagan Secondary School, for Approval of a Private High School Located at 23293 South Pointe Drive

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-0255-2026, a request by Daniel Ho, on behalf of Ronald Reagan Secondary School, for Approval of a private high school in an existing 7,466 square-foot tenant space located at 23293 South Pointe Drive, 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. Administrative Reports

6.1 City Manager

6.2 Assistant City Manager

6.2.1 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. Matters Agendized and Presented by City Council Members

8. City Council Member Committee Reports

8.1 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.

9. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be June 23, 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 June 5, 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.

LET'S MAKE WORKSHOP

Presented by the Laguna Hills Community Center & Laguna Hills Library

EVERY 2ND WEDNESDAY OF THE MONTH AT 4:00 PM

All ages welcome!

No registration required!

25555 Alicia Pkwy
Laguna Hills, CA 92653

Excursion and Bonfire at San Clemente

Spend the afternoon exploring the scenic San Clemente coastline, with its sandy beaches, rolling waves, and picturesque cliffs, followed by a relaxing evening around a beach bonfire. Participants can soak in the sunset, roast marshmallows, share stories, and enjoy the sounds of the ocean in a cozy, social setting. Participants should bring blankets or beach chairs, warm layers for the evening, water, snacks, and any items you'd like for the bonfire (marshmallows, hot dogs, etc.). Comfortable footwear is recommended for walking along the beach. Participants meet at the Laguna Hills Community Center where City staff will provide transportation to the trailhead. Call (949) 707- 2680 for more information. **No refunds or transfers for this event.**

***Registration begins May 11, 2026** **Class# 2426**

6/10 3:00PM-10:00PM Wednesday

Fee: Resident $15, Non-Resident $20

Like us on at www.facebook.com/lagunahillscc

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

CITY OF LAGUNA HILLS

AMERICA250 PATRIOTIC MOVIE SERIES

Wednesday, June 10th 6:00PM-8:00PM

Miracle (2004) PG

Wednesday, June 17th 12:00PM-2:00PM

Hidden Figures (2016) PG

Wednesday, June 17th 6:00PM-8:00PM

Hamilton (2015) PG-13

Wednesday, June 24th 6:00PM-8:00PM

Independence Day (1996) PG-13

LAGUNA HILLS COMMUNITY CENTER
HERITAGE ROOM
25555 ALICIA PKWY

Teen Excursions (Ages 13 – 17)

6/12 San Diego Zoo | 9:30AM-7:30PM Friday | Class# 2502

Fee: Resident $100 | Non-Resident $105

6/26 Wild Rivers | 9:30AM-6:30PM Friday | Class# 2498

Fee: Resident $85 | Non-Resident $90

7/10 Universal Studios | 9:30AM-7:30PM Friday | Class# 2499

Fee: Resident $175 | Non-Resident $180

7/24 Knott's Berry Farm | 9:30AM-7:30PM Friday | Class# 2500

Fee: Resident $95 | Non-Resident $100

8/7 Raging Waters | 9:30AM-6:30PM Friday | Class# 2501

Fee: Resident $75 | Non-Resident $80

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

Excursion to Walt Disney Concert Hall

Venture with us in the van to Los Angeles to partake in a 60-minute self-guided audio tour of Walt Disney Concert Hall that is home to LA Phil and the Los Angeles Master Chorale. Walt Disney Concert Hall is known to be one of the most acoustically sophisticated concert halls in the world and provides both visual and aural intimacy through its exterior and interior design. **Please note: The use of any recording devices, including cameras, is not permitted in Walt Disney Concert Hall at any time.** Thereafter, a stop at Grand Central Market that serves breakfast, lunch and dinner at one of Downtown Los Angeles must visit spots. Be sure to bring water, some snacks/sack lunch or purchase from the food vendors on site. Participants meet at the Laguna Hills Community Center where City staff will provide transportation to the trailhead. **No refunds or transfers for this event.** **Class# 2427**

***Registration opens May 11, 2026** **6/13 8:00AM-6:30PM Saturday**

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

You're Invited!

Freedom Wall

UNVEILING

Join us as we unveil our Freedom Wall! Designed by Laguna Hills residents. Located next to the Picnic Shelters and Dinosaur Park at the Laguna Hills Community Center & Sports Complex. Light refreshments will be provided.

1st OF JULY, 2026 | 6:00 PM

LAGUNA HILLS COMMUNITY CENTER & SPORTS COMPLEX
25555 ALICIA PKWY
LAGUNA HILLS, CA 92653

lagunahillsca.gov

CITY OF LAGUNA HILLS
AMERICA250
FOURTH OF JULY
CELEBRATION
4-6pm: Community Fun
4:30-5:30pm: Fife and drum music
6-9pm: Live Music by Family Style
9-9:20pm: Fireworks
FREE ENTRY
JULY 04
FIREWORKS - LIVE MUSIC
DRINKS - FOOD - FESTIVAL
CITY OF LAGUNA HILLS
·1991·
25555 ALICIA PKWY
lagunahillsca.gov
LAGUNA HILLS
1776
AMERICA 250
2026

LAGUNA HILLS POLICE SERVICES

INVITES YOU TO JOIN US AT

NATIONAL NIGHT OUT

2026

NATIONAL NIGHT OUT WILL BE HELD AT

LAGUNA HILLS COMMUNITY CENTER

25555 ALICIA PARKWAY
LAGUNA HILLS, CA 92653

JULY 23 2026

5:00-8:00 PM

TOGETHER, WE BUILD SAFER NEIGHBORHOODS THROUGH CONNECTION, TRUST, AND COMMUNITY.

MINUTES

City Council/Planning Agency Regular Meeting

May 26, 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 26, 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 22, 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.

Roll Call of City Council Members

Present: Mayor Don Caskey, via teleconference pursuant to GC 54953 (c)
Mayor Pro Tempore Jared Mathis
Council Member Erica Pezold
Council Member Joshua Sweeney
Council Member Dave Wheeler

Absent: None

Invocation: Mayor Caskey

Pledge of Allegiance: Council Member Sweeney

1. PRESENTATIONS AND PROCLAMATIONS

There were no presentations.

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

Deborah Morse, Gerontologist: provided an introduction to Alzheimer's Orange County and outlined the services that the organization provides.

4. CONSENT CALENDAR

Motion made by Council Member Pezold, seconded by Council Member Wheeler, to approve the Consent Calendar as 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 May 12, 2026, Regular Meeting

Approved the City Council Minutes for the May 12, 2026, Regular Meeting.

4.3 Appropriations Limit for Fiscal Year 2026/2027

Adopted Resolution 2026-05-26-1 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

Received and filed the Treasurer's Investment Report for the month of April 2026.

4.5 Ratification of May 26, 2026 Warrant Register

Ratified the accompanying Warrant Register for the period from May 2, 2026, to May 14, 2026, in the amount of $1,168,222.86.

ITEMS REMOVED FROM THE CONSENT CALENDAR

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

Council Member Pezold asked if this is related to the termite situation that was discussed a few months ago.

Assistant City Manager Ames indicated that there has been an ongoing issue since it was last discussed in April of 2025. An inspection earlier this year determined that the

termite situation is past the spot treatment remedy and will require tenting.

Motion made by Council Member Pezold, seconded by Mayor Caskey, to 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.

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

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

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

Council Member Pezold asked whether this item was related to road maintenance discussed at the last meeting.

Assistant City Manager Ames responded that this annual resolution identifies all streets for which the City could potentially use Gas Tax funds.

Motion made by Council Member Pezold, seconded by Council Member Sweeney, to adopt Resolution 2026-05-26-2 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."

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

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

4.8 Development Application Status Report

Council Member Wheeler asked questions about the various projects outlined in the report.

Community Development Director Lowe provided general updates on the projects in question.

Motion made by Council Member Wheeler, seconded by Council Member Sweeney, to receive and file the report.

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

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

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

Council Member Pezold asked if this contract includes comprehensive treatment for services including nutrient application, disease prevention, and disease monitoring. She further asked whether anyone is monitoring the trees for the spread of disease.

Assistant City Manager Ames noted that he would get back to her with a response to her questions.

Motion made by Council Member Pezold, seconded by Council Member Sweeney, to 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.

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

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

5. PLANNING AGENCY

At the hour of 6:32 p.m., Mayor Pro Tem Mathis recessed the City Council meeting and convened the Planning Agency meeting.

5.1 Roll Call of Planning Agency Members

Present: Chair Caskey, via teleconference pursuant to GC 54953 (c)
Vice Chair Jared Mathis
Agency Member Erica Pezold
Agency Member Joshua Sweeney
Agency Member Dave Wheeler

Absent: None

5.2 Public Comments

There were no public comments on non-agendized items.

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

Vice Chair Mathis announced that he has a financial conflict of interest in this matter due to his partial ownership of the property under discussion. He recused himself and left the Council Chamber.

Assistant Planner Talia Markison reviewed the information provided in the staff report, provided a visual presentation, and responded to Agency Member requests for additional information.

At the hour of 6:51 p.m., Chair Caskey opened the public hearing.

There were no public comments.

Project applicant, Shawn Zuo, was unable to attend the meeting. The Agency Members expressed concern that he was not present to answer questions and suggested that the public hearing be continued.

Chair Caskey closed the public hearing at 6:54 p.m.

Motion made by Agency Member Wheeler, seconded by Agency Member Pezold, to continue the public hearing to the next Planning Agency meeting (June 9, 2026).

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

AYES:	Caskey, Pezold, Sweeney, Wheeler
NOES	None
ABSENT:	Mathis (recused)

At 6:59 p.m., Mayor Caskey adjourned the Planning Agency meeting and the City Council reconvened. Mayor Pro Tem Mathis returned to the Council Chamber.

6. CITY COUNCIL PUBLIC HEARINGS

6.1.1 Local Public Employee Vacant Positions

Finance Director Eric Hendrickson made a presentation regarding local public employee vacant positions, pursuant to AB 2561 and Government Code section 3502.3.

Mayor Pro Tem Mathis opened the public hearing at 7:07 p.m. Hearing no public comments, he closed the public hearing at 7:08 p.m.

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to receive and file the report.

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 report from the 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

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

Council Member Wheeler proposed a number of changes to the text of the policy.

City Attorney Burns indicated that he would review the proposed changes.

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to continue this matter to the next City Council meeting (June 9, 2026).

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

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

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

Director of Community Development Jennifer Lowe presented the staff

report and answered the City Council Members' questions.

Captain Burke responded to questions related to Sheriff's Department involvement in massage parlor activities.

Motion made by Council Member Wheeler, seconded by Council Member Sweeney, to 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 Urgency Ordinance 2026-2 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."

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

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

7.4 Chief of Police Services

7.4.1 Update on E-bike Education

Captain Bill Burk presented a report on the Sheriff's Department education and outreach efforts to spread awareness for E-bike safety.

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 Pezold reported on the recent meeting of the San Joaquin Hills Transportation Corridor Agency and Foothill/Eastern Transportation Corridor Agency (TCA) Board of Directors where the annual budget was adopted and the annual Capital Improvement plans approved. She noted that TCA was named Organization of the Year by the California Transportation Foundation.

Council Member Pezold outlined the agenda items approved by the Orange County

Mosquito and Vector Control Board of Trustees at the May 21, 2026, meeting, including approval of the 2026-27 district budget. She reported that there have been three cases of human typhus in Orange County along with unusually high volumes of mosquitoes this year.

Council Member Wheeler reported on the May 22, 2026, special meeting of the Older Adults Advisory Commission Executive Committee. As Chair of the Metric Committee, he helped develop goals for 2026–27, which were adopted by the Executive Committee at that meeting.

10. CITY COUNCIL MEMBER COMMENTS

Council Member Sweeney

Council Member Sweeney thanked the firefighters, law enforcement personnel, technical specialists, public works crews, partner agencies, and city staff for their response to the leaking chemical tank in Garden Grove, known as “The Western Incident.” He said that due to everyone’s efforts, the community was protected and the situation was successfully managed. He also thanked Director Gannon for an excellent Memorial Day race event, Mayor Pro Tem Mathis for participating in the race, and Grand Marshal Redmond “Red” Ramos who was inspirational. Council Member Sweeney concluded his comments by emphasizing that economic development should remain one of the City’s top priorities.

Council Member Pezold

A motion was made by Council Member Pezold, seconded by Council Member Wheeler, to look into implementing business licenses in Laguna Hills.

Mayor Caskey

Mayor Caskey thanked Council Member Sweeney for spending the time that he did at the Western Incident and providing information back to the city. He announced that he will put an item on a future agenda to discuss the potential of an inclusionary housing ordinance.

Mayor Pro Tem Mathis

Mayor Pro Tem Mathis echoed the sentiments of his colleagues on the wonderful Memorial Day event, and 5k and 10k races. He noted that more people participated this year than last, and the vibe at the finish line was fantastic. Mayor Pro Tem Mathis thanked Director Gannon's team for the work that they did to make the event happen.

Adjournment

At the hour of 8:26 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, June 9, 2026, at 6:00 p.m.

_____

Karen Hamman, Interim City Clerk

ATTEST:

_____

Don Caskey, Mayor

Approved at meeting of June 9, 2026

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of June 9, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 15, 2026, to May 29, 2026, in the amount of $705,743.95.

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 15, 2026, to May 29, 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 $705,743.95.

Attachments:

1. Warrant Register - June 9, 2026
2. Payables Detail Report - June 9, 2026

Warrant Register - June 9, 2026

City of Laguna Hills, CA

By Check Number

Date Range: 05/15/2026 - 05/29/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6661	A-0138	ALL CITY MANAGEMENT, INC.	05/18/2026	10,124.80
6662	C-1181	CIVICPLUS, LLC	05/18/2026	8,788.73
6663	I-0987	INKRABBIT PRINTWORKS	05/18/2026	6,424.60
6664	J-1095	JON'S FLAGS & POLES, INC	05/18/2026	357.30
6665	N-1474	NIEVES LANDSCAPE, INC.	05/18/2026	8,166.65
6666	Q-1717	QUADIENT FINANCE USA, INC.	05/18/2026	1,000.00
6667	S-1902	SAN DIEGO GAS AND ELECTRIC	05/18/2026	10,856.94
6668	S-1904	SOUTHERN CALIFORNIA EDISON	05/18/2026	19,490.34
6669	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	05/18/2026	10,000.00
6670	T-2698	TPX COMMUNICATIONS	05/18/2026	865.77
6671	V-2224	VERIZON WIRELESS	05/18/2026	795.80
6672	A-0388	ABTECH TECHNOLOGIES, INC.	05/21/2026	9,010.00
6673	Z-CD-0516	BEN MEDINA	05/21/2026	171.00
6674	B-0460	BLUETRITON BRANDS INC	05/21/2026	49.66
6675	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	05/21/2026	405.00
6676	C-1144	CHARLES ABBOTT ASSOCIATES, INC	05/21/2026	34,508.79
6677	C-0324	CITY OF MISSION VIEJO	05/21/2026	87,426.00
6678	C-1190	COUNTY OF ORANGE	05/21/2026	908.00
6679	C-0060	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	05/21/2026	1,628.76
6680	D-0453	DEPARTMENT OF CONSERVATION	05/21/2026	85.00
6681	D-0406	DFM ASSOCIATES	05/21/2026	75.43
6682	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	05/21/2026	82.80
6683	D-0583	DMS FACILITY SERVICES, LLC	05/21/2026	439.49
6684	E-0600	EWING IRRIGATION PRODUCTS, INC	05/21/2026	129.69
6685	G-0875	GARDEN STATE FIREWORKS, INC	05/21/2026	35,197.50
6686	H-0841	HARPER & BURNS LLP	05/21/2026	15,702.50
6687	I-0987	INKRABBIT PRINTWORKS	05/21/2026	6,424.59
6688	I-0960	IRV SEAVER MOTORCYCLES	05/21/2026	1,472.75
6689	J-1057	JAMEY CLARK, INC.	05/21/2026	5,379.00
6690	K-1208	KDM MERIDIAN	05/21/2026	3,125.00
6691	Z-CS-0514	MALLARIE QUAN	05/21/2026	500.00
6692	M-1609	MITSUBISHI ELECTRIC US, INC.	05/21/2026	450.00
6693	M-1388	MOBILE MINI, INC.	05/21/2026	660.37
6694	O-1617	OCY MANAGEMENT, LLC	05/21/2026	4,083.00
6695	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	05/21/2026	2,448.00
6696	P-1861	PRESTIGE PEST MANAGEMENT INC	05/21/2026	1,500.00
6697	R-1977	RJ ELECTRIC	05/21/2026	1,270.00
6698	Q-1721	SALVADOR QUINONES	05/21/2026	242.24
6699	S-1935	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	05/21/2026	20.67
6700	S-2332	SANTA MARGARITA PLUMBING AND AIR	05/21/2026	1,890.17
6701	S-2319	SCA OF CA, LLC	05/21/2026	16,423.05
6702	S-2337	SMASHVENT LLC / OC FUN EVENTS	05/21/2026	835.00
6703	S-2323	SOUTH COAST FAMILY MEDICAL CENTER, INC.	05/21/2026	145.00
6704	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	05/21/2026	2,287.38
6705	S-2295	SOUTHERN COMPUTER WAREHOUSE	05/21/2026	294.87
6706	Z-CD-0107	SUN COUNTRY POOLS	05/21/2026	500.00
6707	T-2717	TAIT & ASSOCIATES, INC	05/21/2026	3,565.00
6708	T-2712	TOTAL SOURCE OFFICEWORKS	05/21/2026	416.35
6709	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	05/21/2026	482.89
6710	V-2258	VORTEX INDUSTRIES, LLC	05/21/2026	15,197.44
6711	A-0402	ADVANTEC CONSULTING ENGINEERS, INC	05/29/2026	3,247.65
6712	A-0400	AGA ENGINEERS, INC	05/29/2026	15,410.78
6713	A-0138	ALL CITY MANAGEMENT, INC.	05/29/2026	10,124.80

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
6714	A-0383	ALVARON ENTERTAINMENT & EVENTS, INC.	05/29/2026	3,400.00
6715	A-0382	ALWAYS ADVANCING MANUFACTURING & PROMOTIONS LLC	05/29/2026	4,123.53
6716	A-0392	AQUATICO	05/29/2026	795.00
6717	A-0359	ARDURRA GROUP, INC.	05/29/2026	4,374.00
6718	A-0365	AT&T	05/29/2026	403.81
6719	A-0403	AUSSIE SILKSCREEN	05/29/2026	15,787.46
6720	C-1177	CANON FINANCIAL SERVICES, INC.	05/29/2026	1,451.94
6721	Z-CD-0563	CARRERA ROSAS ROOFING LLC	05/29/2026	420.00
6722	C-1144	CHARLES ABBOTT ASSOCIATES, INC	05/29/2026	33,713.67
6723	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	05/29/2026	21,653.20
6724	D-0583	DMS FACILITY SERVICES, LLC	05/29/2026	5,826.29
6725	D-0575	DOG WASTE DEPOT	05/29/2026	708.67
6726	F-0729	FULL TRAFFIC MAINTENANCE, INC.	05/29/2026	1,515.50
6727	S-2316	GEORGIA SHEPHERD	05/29/2026	1,905.07
6728	G-0847	GMU GEOTECHNICAL, INC.	05/29/2026	3,202.40
6729	Z-CS-0564	HARRY HUGGINS	05/29/2026	40.00
6730	H-0829	HARTZOG AND CRABILL, INC.	05/29/2026	7,932.75
6731	H-0960	HR GREEN PACIFIC, INC.	05/29/2026	19,530.00
6732	I-0942	IRVINE RANCH WATER DISTRICT	05/29/2026	164.74
6733	J-1057	JAMEY CLARK, INC.	05/29/2026	16,224.25
6734	K-1210	KIMLEY-HORN AND ASSOCIATES INC	05/29/2026	1,137.50
6735	K-1198	KNOWBE4, INC.	05/29/2026	1,228.50
6736	M-1618	MANHATTAN STITCHING COMPANY INC	05/29/2026	1,503.11
6737	M-1302	MOULTON NIGUEL WATER DISTRICT	05/29/2026	34,250.38
6738	O-1599	ORANGE COUNTY JUMPERS LLC	05/29/2026	600.00
6739	R-1977	RJ ELECTRIC	05/29/2026	1,450.00
6740	R-1806	RJM DESIGN GROUP, INC.	05/29/2026	4,983.15
6741	S-2322	SAGECREST PLANNING AND ENVIRONMENTAL	05/29/2026	30.00
6742	S-1902	SAN DIEGO GAS AND ELECTRIC	05/29/2026	39,035.65
6743	S-2194	SECURE LIVE SCAN	05/29/2026	35.00
6744	S-2267	SINTA DESIGN	05/29/2026	3,195.00
6745	S-2330	SOCALGAS	05/29/2026	140.21
6746	Z-CD-0023	SOUTH WEST SOLAR	05/29/2026	567.85
6747	S-1904	SOUTHERN CALIFORNIA EDISON	05/29/2026	114.09
6748	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	05/29/2026	32.00
6749	T-2717	TAIT & ASSOCIATES, INC	05/29/2026	1,100.00
6750	Z-CD-0285	THE LOFTCRAFTERS, INC.	05/29/2026	100.00
6751	T-2712	TOTAL SOURCE OFFICEWORKS	05/29/2026	184.97
6752	Z-CD-0484	TURNER CONSTRUCTION	05/29/2026	1,268.20
6754	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	05/29/2026	4,620.00
6755	W-2337	WEST COAST ARBORISTS, INC.	05/29/2026	73,130.85
6756	W-2455	WILLIAMS SCOTSMAN INC	05/29/2026	390.99
			Total Regular:	**673,356.28**

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003401	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	05/21/2026	7,356.94
DFT0003404	U-2170	US BANK CORPORATE PAYMENT SYSTEMS	05/18/2026	25,030.73
			Total Bank Draft:	**32,387.67**

Bank Code 1 - General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	96	0.00	673,356.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	2	0.00	32,387.67
EFT's	0	0	0.00	0.00
	167	**98**	**0.00**	**705,743.95**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	96	0.00	673,356.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	14	2	0.00	32,387.67
EFT's	0	0	0.00	0.00
	167	**98**	**0.00**	**705,743.95**

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	5/2026	705,743.95
			705,743.95

City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 05/15/2026 - 05/29/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
05/18/2026	QUADIENT FINANCE USA, INC.	042626	Postage Replenishment, Apr '26	100-195-623000	1,000.00
05/18/2026	SOUTHERN CALIFORNIA EDISON	050126 - Acct #70023450	Utilities - Electric, 3/4/26 - 4/30/26	100-355-631000	(173.55)
05/18/2026	SOUTHERN CALIFORNIA EDISON	050126 - Acct #70023450	Utilities - Electric, 3/4/26 - 4/30/26	100-356-631400	14,090.78
05/18/2026	SAN DIEGO GAS AND ELECTRIC	050426	Utilities - Electric, 4/1/26 - 4/30/26	100-356-631400	10,856.94
05/18/2026	SOUTHERN CALIFORNIA EDISON	050526 - Acct #70016247	Utilities - Electric, 3/4/26 - 4/30/26	100-355-631000	70.71
05/18/2026	SOUTHERN CALIFORNIA EDISON	050526 - Acct #70016247	Utilities - Electric, 3/4/26 - 4/30/26	100-356-631400	1,359.64
05/18/2026	SOUTHERN CALIFORNIA EDISON	050526 - Acct #70016247	Utilities - Electric, 3/1/26 - 3/31/26	100-356-631900	4,142.76
05/18/2026	TPX COMMUNICATIONS	190343276-0	Communications Expense, 4/23/26 - 5/22/26	100-195-630000	865.77
05/18/2026	SPECTRUM SPORTS MANAGEMENT, INC.	2026-064	Event Mgmt Services, 1/2 Marathon, 4th Billing	100-310-695507	10,000.00
05/18/2026	INKRABBIT PRINTWORKS	35287	Banner Project, 50% Deposit	100-310-695500	6,424.60
05/18/2026	CIVICPLUS, LLC	355188	Website Annual Fee, Comm Serv, 7/1/26 - 1/16/27	100-000-140000	505.77
05/18/2026	CIVICPLUS, LLC	355188	Website Annual Fee, Comm Svcs, 1/17/26 - 1/16/27	100-195-700090	427.96
05/18/2026	CIVICPLUS, LLC	358799	Frase Answer Engine, 7/1/26 - 12/14/26	100-000-140000	2,231.25
05/18/2026	CIVICPLUS, LLC	358799	Frase Answer Engine, 12/5/25 - 6/30/26	100-195-700090	5,623.75
05/18/2026	VERIZON WIRELESS	6142011168	Communications Expense, 3/26/26 - 4/25/26	100-195-630000	795.80
05/18/2026	NIEVES LANDSCAPE, INC.	84346	Landscape Services, Apr '26	100-355-720700	8,166.65
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	WILS Membership, 7/1/26 - 4/9/27	100-000-140000	31.50
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	Juuno.co Subscription, 5/14/26 - 6/14/26	100-310-610000	10.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	WILS Membership, 4/9/26 - 6/30/26	100-310-610000	10.50
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	ChatGPT Subscription, 5/13/26 - 6/13/26	100-310-610000	50.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	John Wayne Airport	100-310-611000	90.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	CPRS Financial Sustainability Program	100-310-611000	599.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	Chaupain Bakery	100-310-695000	45.20
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	4imprint, Inc, America250 Swag	100-310-695500	3,102.11
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	Fastsigns, America250 Banners	100-310-695500	342.83
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	Orange County Fire Authority	100-310-695507	635.58
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 05.06.26	HostGator.com	100-310-695507	47.88
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 05.06.26	Bruegger's Bagels, CPR Training Lunch, 4/22/26	100-310-611000	38.96
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 05.06.26	Subway, CPR Training Lunch, 4/22/26	100-310-611000	143.86
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 05.06.26	Ralphs	100-310-622000	25.27
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 05.06.26	Pizza Hut	100-310-622000	43.06
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 05.06.26	91 Express Lanes, Excursion	100-310-695500	25.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	Intelius Subscription	100-225-610000	24.86
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	Intelius Subscription	100-225-610000	4.99
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	Intelius Subscription	100-225-610000	4.99
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	Chevron	100-225-646100	175.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	76 - APRO LLC	100-225-646100	175.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 05.06.26	Home Depot	100-355-622000	268.30
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 05.06.26	Descript Subscription, 5/3/26 -	100-155-610000	35.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 05.06.26	ChatGPT Subscription, 5/3/26 -	100-155-610000	20.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	Green Thumb International, Library Planting	100-310-695500	103.27
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	Green Thumb International	100-310-695511	333.83
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	Rocket 676	100-355-646100	170.28
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	SiteOne Landscape Supply	100-355-720700	129.30
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	Devil Mountain Wholesale	100-355-720700	1,024.97
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 05.06.26	Smartlink	100-355-720700	510.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	OC Register Digital Subscription, 7/1/26-4/16/27	100-000-140000	318.50
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	ChatGPT Subscription, 4/23/26 - 5/23/26	100-155-610000	20.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	OC Register Digital Subscription, 5/16/26-6/30/26	100-155-610000	45.50
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Nothing Bundt Cakes	100-155-622000	14.01
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Greek Bistro	100-155-622000	33.40
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Amazon	100-155-622000	35.90
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Amazon	100-155-622000	39.06
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Greek Bistro	100-155-622000	70.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Greek Bistro	100-155-622000	332.95
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Nothing Bundt Cakes	100-155-622000	99.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 05.06.26	Board & Brew, DUI Checkpoint	100-420-695000	215.50
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 05.06.26	Microsoft 365, 4/6/26 - 5/5/26	100-195-700090	37.80
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 05.06.26	ChatGPT Subscription, 3/7/26 -	100-355-610000	20.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 05.06.26	CEAOC Meeting, 5/4/26	100-355-611000	30.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 05.06.26	BJ's Restaurants	100-355-622000	155.75
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 05.06.26	Ephonomation.com, 4/2/26 -	100-355-630000	513.59
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Ralphs, CPR Training, 4/22/26	100-310-611000	14.78
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Home Depot	100-310-622000	49.75

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Lowes, Water Coolers	100-310-622000	326.47
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Lowes, Water Cooler Refund	100-310-622000	(160.55)
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Lowes, Water Cooler	100-310-622000	165.92
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Home Depot, Workbench Cabinet	100-310-622000	488.11
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Laguna Hills Launderland	100-310-622500	20.72
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	United Rentals	100-310-646000	1,157.27
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	South County Brake	100-310-646100	1,134.53
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 05.06.26	Dunkin Donuts	100-310-695511	45.20
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 05.06.26	Shell Oil	100-355-646100	175.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 05.06.26	White Cap	100-355-720401	279.23
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 05.06.26	Harbor Freight Tools	100-355-720401	19.37
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 05.06.26	Home Depot	100-355-720401	374.24
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Flowcode Pro Plus Subscription 7/1/26 - 4/22/27	100-000-140000	250.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Flowcode Pro Plus Subscription 4/22/26 - 6/30/26	100-195-610000	50.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	26.88
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Refund	100-310-622000	(21.87)
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	9.15
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	9.20
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	14.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	19.34
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon	100-310-622000	21.87
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Circle K	100-310-646100	123.17
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Exxon Circle K	100-310-646100	96.47
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Circle K	100-310-646100	89.25
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Exxon Circle K	100-310-646100	82.44
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Knott's Berry Farm Excursion	100-310-695500	235.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Let's Make Workshop	100-310-695500	188.35
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Knott's Berry Farm Excursion	100-310-695500	129.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Storytime Adventures	100-310-695500	24.77
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Knott's Berry Farm Excursion, Refund	100-310-695500	(235.00)
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Storywalk Unveiling Flag Giveaways	100-310-695500	24.54
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Storytime Adventures	100-310-695500	42.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	AV Fair Tickets, Poppy Festival Excursion	100-310-695500	18.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	City of Newport Beach Excursion	100-310-695500	16.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Smart & Final, Bonfire Excursion	100-310-695500	52.59
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Angels Flight Develop, LA Excursion	100-310-695500	12.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Storytime Adventures	100-310-695500	32.31
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, July 4th Celebration Giveaways	100-310-695508	247.75
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, July 4th Celebration Giveaways	100-310-695508	398.60
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Prime Video, Little League Movie Event	100-310-695512	0.98
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 05.06.26	Amazon, Generator	100-310-910000	860.92
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Amazon Prime Subscription	100-420-610000	16.15
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Board & Brew	100-420-622000	237.05
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Costco	100-420-622000	150.10
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Toll Roads of OC	100-420-646100	3.22
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Toll Roads of OC	100-420-646100	3.43
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Amazon, DUI Checkpoint	100-420-695000	31.15
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 05.06.26	Board & Brew, National Prescription Take Back	100-420-695000	80.11
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8665) 05.06.26	Ralphs	100-310-622000	16.37
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Global-E/Logitech	100-195-622000	107.74
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Micro Center	100-195-622000	22.67
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, T-1 City Hall, 3/5/26 - 4/4/26	100-195-630000	848.06
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, T-1 City Hall, 4/5/26 - 5/4/26	100-195-630000	848.06
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, WiFi Comm Ctr, 3/28/26 - 4/27/26	100-195-630000	657.52
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, Traffic Signal, 3/7/26 - 4/6/26	100-195-630000	84.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, Traffic Signal, 4/7/26 - 5/6/26	100-195-630000	84.00
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, WiFi Comm Ctr, 3/19/26 - 4/18/26	100-195-630000	182.62
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, WiFi City Hall, 4/17/26 - 5/16/26	100-195-630000	587.14
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, WiFi City Hall, 3/17/26 - 4/16/26	100-195-630000	587.14
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, T-1 Comm Ctr, 4/10/26 - 5/9/26	100-195-630000	364.90
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, T-1 Comm Ctr, 3/10/26 - 4/9/26	100-195-630000	364.90
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Cox, WiFi Comm Ctr, 4/19/26 - 5/18/26	100-195-630000	182.62
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	GoDaddy, Refund	100-195-700090	(359.97)
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Everymail Open-XChange	100-195-700090	42.00

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05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	GoDaddy	100-195-700090	359.97
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Global-E/Logitech, Meetup Camera	100-195-940000	645.43
05/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 05.06.26	Best Buy, Laptop	100-195-940000	1,775.10
05/18/2026	JON'S FLAGS & POLES, INC	F92848	Flag Replacement, City Hall, May '26	100-195-622000	357.30
05/18/2026	ALL CITY MANAGEMENT, INC.	PS-INV105687	Crossing Guard Services, 4/12/26 - 4/25/26	100-420-720822	10,124.80
05/21/2026	SOUTHERN CALIFORNIA NEWS	0011786573	Legal Advertising, Apr '26	100-155-624001	270.15
05/21/2026	SOUTHERN CALIFORNIA NEWS	0011786668	Legal Advertising, Apr '26	100-155-624001	1,417.17
05/21/2026	SOUTHERN CALIFORNIA NEWS	0011788912	Legal Advertising, Apr '26	100-155-624001	224.39
05/21/2026	SOUTHERN CALIFORNIA NEWS	0011789495	Legal Advertising, Apr '26	100-155-624001	375.67
05/21/2026	DEPARTMENT OF CONSERVATION	033126	Remittance, SMIP Fee, Jan-Mar '26	100-000-221001	85.00
05/21/2026	SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY	033126	Remit, Transportation Corridor Fees, Jan-Mar '26	100-000-221006	20.67
05/21/2026	CALIFORNIA BUILDING STANDARDS COMMISSION	033126	Building Standard Fund, Jan-Mar '26	100-000-221011	450.00
05/21/2026	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	033126	Disability Access Fees, Jan-Mar '26	100-000-221012	92.00
05/21/2026	CALIFORNIA BUILDING STANDARDS COMMISSION	033126	Building Standard Fund, Jan-Mar '26	100-000-442000	(45.00)
05/21/2026	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	033126 - #RFR26-00018	Remittance, Moulton Fees, Jan-Mar '26	100-000-221003	213.07
05/21/2026	COUNTY OF ORANGE PF RD FINANCIAL SERVICES	033126 - #RFR26-00018	Remittance, CARITS Fees, Jan-Mar	100-000-221004	1,415.69
05/21/2026	GARDEN STATE FIREWORKS, INC	04152026.LHD	July 4th Fireworks Display, 50% Deposit	100-000-140000	35,197.50
05/21/2026	MALLARIE QUAN	051826	Refund, Facility Deposit, R	100-000-222000	250.00
05/21/2026	DFM ASSOCIATES	052126	2026 Edition of California Elections Code	100-155-622000	75.43
05/21/2026	SALVADOR QUINONES	052126	Reimbursement, Home Depot, May '26	100-355-720401	242.24
05/21/2026	BLUETRITON BRANDS INC	06D8710008221	Operating Supplies, Comm Ctr, 3/25/26 - 4/24/26	100-310-622000	49.66
05/21/2026	VORTEX INDUSTRIES, LLC	09 - 2257610	Door Repairs, Apr '26	100-310-645500	15,197.44
05/21/2026	MALLARIE QUAN	104346032	Refund, Facility Deposit, R	100-000-222000	250.00
05/21/2026	SMASHVENT LLC / OC FUN EVENTS	1121	Bubble Station at Storywalk Unveiling, May '26	100-310-695500	390.00
05/21/2026	SMASHVENT LLC / OC FUN EVENTS	1121	Face Painter at Trash Clean Up Event, May '26	100-310-695500	445.00
05/21/2026	TAIT & ASSOCIATES, INC	169102	Reader Board Design, Mar '26	100-355-700250	1,625.00
05/21/2026	TAIT & ASSOCIATES, INC	169253	CDBG Curb Ramp Replacement, Mar '26	100-000-790600	1,940.00
05/21/2026	IRV SEAVER MOTORCYCLES	20260864	Motorcycle Maintenance, Police Svcs, May '26	100-420-646100	1,472.75
05/21/2026	CITY OF MISSION VIEJO	21633	Animal Care Services, Apr - Jun '26	100-420-720401	87,426.00
05/21/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	25-263612	State Fee for Regulatory Costs, Apr	100-355-720401	47.19
05/21/2026	EWING IRRIGATION PRODUCTS, INC	29967544	Rooted Campaign, Apr '26	100-310-695500	129.69
05/21/2026	SOUTH COAST FAMILY MEDICAL CENTER, INC.	3065	Recruitment, Apr '26	100-195-617000	145.00
05/21/2026	PRESTIGE PEST MANAGEMENT INC	35135	Rodent Treatment, Apr '26	100-355-720701	1,500.00
05/21/2026	INKRABBIT PRINTWORKS	35287 (2)	Banner Project, Final Payment	100-310-695500	6,424.59
05/21/2026	HARPER & BURNS LLP	388	Prof Services, Legal, Apr '26, USE-0209-2025	100-000-223000	110.00
05/21/2026	HARPER & BURNS LLP	388	Prof Services, Legal, Apr '26, USE-0239-2025	100-000-223000	5,200.00
05/21/2026	HARPER & BURNS LLP	388	Professional Services, Legal, Apr '26	100-155-700010	10,392.50
05/21/2026	TOTAL SOURCE OFFICEWORKS	41560	Operating Supplies, May '26	100-195-622000	246.13
05/21/2026	TOTAL SOURCE OFFICEWORKS	41561	Operating Supplies, May '26	100-195-622000	170.22
05/21/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	420260405	Ticket Charges, Apr '26	100-355-720401	435.70

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/21/2026	MITSUBISHI ELECTRIC US, INC.	566723	Elevator Maintenance, May '26	100-310-645500	450.00
05/21/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6084	Private Security Patrol, 5/4/26 - 5/17/26	100-420-720850	7,356.94
05/21/2026	RJ ELECTRIC	64665	Electric Repairs, Apr '26	100-355-720701	1,270.00
05/21/2026	JAMEY CLARK, INC.	77780	Graffiti Removal, Apr '26	100-355-720500	585.00
05/21/2026	JAMEY CLARK, INC.	77781	Janitorial Services, Apr '26	100-310-721505	3,450.00
05/21/2026	JAMEY CLARK, INC.	77794	Graffiti Removal, Apr-May '26	100-355-720500	1,344.00
05/21/2026	MOBILE MINI, INC.	9026053636	Storage Rental, Community Center, 4/24/26-5/23/26	100-355-622000	660.37
05/21/2026	SANTA MARGARITA PLUMBING AND AIR	938	Garbage Disposal & Faucet Repairs, May '26	100-310-645500	1,890.17
05/21/2026	KDM MERIDIAN	9784	Map Checking Services, Apr '26	100-355-700000	3,125.00
05/21/2026	ORANGE COUNTY TREASURER-TAX COLLECTOR	APR 26	Parking Fee Surcharge, Apr '26	100-420-720823	2,448.00
05/21/2026	SCA OF CA, LLC	CA0943088	Street Sweeping Services, Apr '26	100-355-720401	503.44
05/21/2026	SOUTHERN COMPUTER WAREHOUSE	INV00867320	Terminal Stands, Apr '26	100-195-622000	294.87
05/21/2026	BEN MEDINA	MECR-0031-2026	MECR-0031-2026, Permit Refund, REC-016591-2026	100-000-221011	1.00
05/21/2026	BEN MEDINA	MECR-0031-2026	MECR-0031-2026, Permit Refund, REC-016591-2026	100-000-442000	170.00
05/21/2026	SUN COUNTRY POOLS	POOLR-0014-2024	POOLR-0014-2024, Pool Bond Refund, REC-012992-2024	100-000-228001	500.00
05/21/2026	COUNTY OF ORANGE	SH 74136	Fingerprint ID System Charges, Apr	100-420-720835	908.00
05/21/2026	DMS FACILITY SERVICES, LLC	STL-006141	Landscape Services, Mar '26	100-355-720700	439.49
05/21/2026	ABTECH TECHNOLOGIES, INC.	W206999-IN	Managed IT Services, May '26	100-195-700090	9,010.00
05/29/2026	AT&T	000025205045	Traffic Signal, 4/6/26 - 5/5/26	100-356-630000	31.91
05/29/2026	AT&T	000025207007	Alarm, Com Ctr & City Hall Lines, 4/7/26 - 5/6/26	100-195-630000	213.99
05/29/2026	AT&T	000025207007	Alarm, Com Ctr & City Hall Lines, 4/7/26 - 5/6/26	100-310-630000	157.91
05/29/2026	MOULTON NIGUEL WATER DISTRICT	043026	Utilities - Water, 3/23/26 - 4/27/26	100-355-635000	12,250.00
05/29/2026	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	043677	Pre-Employment Fingerprinting, Apr '26	100-195-617000	32.00
05/29/2026	IRVINE RANCH WATER DISTRICT	050426	Utilities - Water, 4/1/26 - 5/1/26	100-355-635000	164.74
05/29/2026	MOULTON NIGUEL WATER DISTRICT	051426	Utilities - Water, 4/14/26 - 5/11/26	100-310-635000	1,225.22
05/29/2026	MOULTON NIGUEL WATER DISTRICT	051426	Utilities - Water, 4/14/26 - 5/11/26	100-355-635000	20,556.83
05/29/2026	SAN DIEGO GAS AND ELECTRIC	051526	Utilities - Electric, 3/11/26 - 4/30/26	100-310-631000	14,712.29
05/29/2026	SAN DIEGO GAS AND ELECTRIC	051526	Utilities - Electric, 3/11/26 - 4/30/26	100-355-631000	10,979.34
05/29/2026	SAN DIEGO GAS AND ELECTRIC	051526	Utilities - Electric, 3/11/26 - 4/30/26	100-356-631400	12,605.79
05/29/2026	SAN DIEGO GAS AND ELECTRIC	051526	Utilities - Electric, 4/1/26 - 4/30/26	100-356-631900	738.23
05/29/2026	SOCALGAS	052026	Utilities - Gas, 4/16/26 - 5/18/26	100-310-632000	140.21
05/29/2026	MOULTON NIGUEL WATER DISTRICT	052126	Utilities - Water, 4/21/26 - 5/17/26	100-355-635000	218.33
05/29/2026	SOUTHERN CALIFORNIA EDISON	052226 - Acct #70007600	Utilities - Electric, 4/2/26 - 5/21/26	100-356-631400	114.09
05/29/2026	GEORGIA SHEPHERD	052826	Reimbursement, IIMC Membership, 7/1/26-2/28/27	100-000-140000	90.00
05/29/2026	GEORGIA SHEPHERD	052826	Reimbursement, CMCA Membership, 7/1/26-6/30/27	100-000-140000	300.00
05/29/2026	GEORGIA SHEPHERD	052826	Reimbursement, IIMC Membership, 3/1/26-6/30/26	100-155-610000	45.00
05/29/2026	GEORGIA SHEPHERD	052826	Reimbursement, Various Clerk	100-155-611000	1,099.00
05/29/2026	GEORGIA SHEPHERD	052826	Reimbursement, Notary Supplies	100-155-622000	371.07
05/29/2026	HARRY HUGGINS	104772299	Harry Huggins 104764392 Deposit, Permit 5114	100-000-222000	(100.00)
05/29/2026	HARRY HUGGINS	104772299	Refund, Reservation Fees, R #78165179	100-000-451100	140.00
05/29/2026	MANHATTAN STITCHING COMPANY INC	115416	Volunteer T-Shirts for America250, May '26	100-310-695500	1,503.11
05/29/2026	GMU GEOTECHNICAL, INC.	13022	Paseo de Valencia Water Runoff, Jan '26	100-355-700250	3,202.40
05/29/2026	TAIT & ASSOCIATES, INC	169471	Reader Board Design, Apr '26	100-355-700250	1,100.00
05/29/2026	SECURE LIVE SCAN	18020	Pre-Employment Fingerprinting, Mar '26	100-195-617000	35.00
05/29/2026	ARDURRA GROUP, INC.	185213	Engineering Services, Apr '26	100-355-700250	4,374.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/29/2026	HR GREEN PACIFIC, INC.	202256	Public Works Permit Inspections, Apr '26	100-355-700255	19,530.00
05/29/2026	ALVARON ENTERTAINMENT & EVENTS, INC.	2026-016	Marathon DJ, May '26	100-310-695507	3,400.00
05/29/2026	WEST COAST ARBORISTS, INC.	243493	Tree Trimming Services, 4/1/26 - 4/15/26	100-355-720702	29,383.10
05/29/2026	WEST COAST ARBORISTS, INC.	243965	Tree Trimming Services, 4/16/26 - 4/30/26	100-355-720702	31,260.70
05/29/2026	WEST COAST ARBORISTS, INC.	243966	Tree Maintenance, 4/16/26 - 4/30/26	100-355-720702	2,895.30
05/29/2026	WEST COAST ARBORISTS, INC.	244087	Tree Trimming Services, 5/1/26 - 5/15/26	100-355-720702	9,591.75
05/29/2026	HARTZOG AND CRABILL, INC.	26-0201(HCI#3502)	Traffic Signal Mgmt Svcs, Apr '26	100-356-700101	6,107.75
05/29/2026	AQUATICO	372-296	Fountains/Water Features Maintenance, May '26	100-310-645500	795.00
05/29/2026	ALWAYS ADVANCING MANUFACTURING & PROMOTIONS LLC	40900 (2)	Marathon Medals, Balance Due, May '26	100-310-695507	4,123.53
05/29/2026	TOTAL SOURCE OFFICEWORKS	41662	Operating Supplies, May '26	100-195-622000	184.97
05/29/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-26-004	Traffic Signal Maintenance, Apr '26	100-356-720420	3,644.70
05/29/2026	CANON FINANCIAL SERVICES, INC.	43162405	Lease & Usage, 2XK05658, 4/1/26 - 5/31/26	100-195-641200	479.43
05/29/2026	CANON FINANCIAL SERVICES, INC.	43164023	Lease & Usage, 2XK05658 2XD05811, 4/1/26 - 5/31/26	100-195-641200	935.95
05/29/2026	CANON FINANCIAL SERVICES, INC.	43164024	Paperdeck Attachment 2XD05811A, 5/1/26 - 5/31/26	100-195-641200	36.56
05/29/2026	FULL TRAFFIC MAINTENANCE, INC.	47627	Traffic Maintenance, May '26	100-355-720401	955.74
05/29/2026	FULL TRAFFIC MAINTENANCE, INC.	47739	Traffic Maintenance, May '26	100-355-720401	284.46
05/29/2026	FULL TRAFFIC MAINTENANCE, INC.	47780	Traffic Maintenance, May '26	100-355-720401	275.30
05/29/2026	SAGECREST PLANNING AND ENVIRONMENTAL	5745	Contract Staffing Services, Apr '26	100-225-720512	30.00
05/29/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6179 - 6224	Traffic Signal Maintenance, Apr '26	100-356-720420	18,008.50
05/29/2026	RJ ELECTRIC	64729	Electric Repairs, Mandeville Park, May '26	100-355-720701	550.00
05/29/2026	RJ ELECTRIC	64757	Electric Repairs, Community Center, May '26	100-355-720701	900.00
05/29/2026	CHARLES ABBOTT ASSOCIATES, INC	70276	Professional Services, Apr '26	100-225-700000	33,713.67
05/29/2026	JAMEY CLARK, INC.	77807	Park Repairs, May '26	100-355-720701	240.00
05/29/2026	JAMEY CLARK, INC.	77810	Graffiti Removal, May '26	100-355-720500	1,554.40
05/29/2026	JAMEY CLARK, INC.	77813	Park Repairs, May '26	100-355-720701	1,949.57
05/29/2026	JAMEY CLARK, INC.	77818	Graffiti Removal, May '26	100-355-720500	3,300.00
05/29/2026	JAMEY CLARK, INC.	77820	Graffiti Removal, May '26	100-355-720500	5,750.00
05/29/2026	JAMEY CLARK, INC.	77839	Knotty Pine Park Repairs, May '26	100-355-720701	240.00
05/29/2026	JAMEY CLARK, INC.	77854	Cabot Park Repairs, May '26	100-355-720701	288.00
05/29/2026	JAMEY CLARK, INC.	77857	Baseball Field Repairs, May '26	100-355-720701	1,051.38
05/29/2026	JAMEY CLARK, INC.	77861	Admin Conference Room TV/Camera Install, May '26	100-355-645500	1,850.90
05/29/2026	DOG WASTE DEPOT	816675	Operating Supplies, May '26	100-355-622000	708.67
05/29/2026	WILLIAMS SCOTSMAN INC	9026191510	Street Signs Storage, Apr '26	100-355-720401	390.99
05/29/2026	ORANGE COUNTY JUMPERS LLC	95883	Inflatable Slide, Trash Clean-up Event, Jun '26	100-310-695500	600.00
05/29/2026	CARRERA ROSAS ROOFING LLC	BLDR-0138-2026	BLDR-0138-2026, C&D Refund, REC-016564-2026	100-000-227001	420.00
05/29/2026	THE LOFTCRAFTERS, INC.	BLDR-0313-2025	BLDR-0313-2025, C&D Refund, REC-015726-2025	100-000-227001	100.00
05/29/2026	SOUTH WEST SOLAR	ELER-0047-2026	ELER-0047-2026, Permit Refund, REC-016279-2026	100-000-221011	3.00
05/29/2026	SOUTH WEST SOLAR	ELER-0047-2026	ELER-0047-2026, Permit Refund, REC-016279-2026	100-000-442000	564.85
05/29/2026	TURNER CONSTRUCTION	GRA-01-22-0013	Refund, Grading Deposit, REC-006748-2022	100-000-220444	1,203.60

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/29/2026	TURNER CONSTRUCTION	GRA-01-22-0014	Refund, Grading Deposit, REC-009330-2022	100-000-220444	64.60
05/29/2026	AUSSIE SILKSCREEN	INV2175	Memorial Day Race Shirts, May '26	100-310-695507	15,787.46
05/29/2026	KNOWBE4, INC.	INV430176	Security Awareness Training, 7/1/26 - 5/12/27	100-000-140000	1,074.94
05/29/2026	KNOWBE4, INC.	INV430176	Security Awareness Training, 5/13/26 - 6/30/26	100-195-700090	153.56
05/29/2026	SINTA DESIGN	lhhm_051226	Street Pole Banners Design, May '26	100-310-695500	1,200.00
05/29/2026	SINTA DESIGN	lhhm_051226	1/2 Marathon Design, 3/12/26 - 5/12/26	100-310-695507	1,995.00
05/29/2026	ALL CITY MANAGEMENT, INC.	PS-INV106035	Crossing Guard Services, 4/26/26 - 5/9/26	100-420-720822	10,124.80
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006195	Landscape Services, Apr '26	100-355-720700	292.49
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006196	Landscape Services, Apr '26	100-355-720700	259.98
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006197	Landscape Services, Apr '26	100-355-720700	126.51
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006198	Landscape Services, Apr '26	100-355-720700	302.17
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006199	Landscape Services, Apr '26	100-355-720700	169.29
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006200	Landscape Services, Apr '26	100-355-720700	2,631.69
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006201	Landscape Services, Apr '26	100-355-720700	126.51
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006202	Landscape Services, Apr '26	100-355-720700	360.69
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006203	Landscape Services, Apr '26	100-355-720700	85.00
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006204	Landscape Services, Apr '26	100-355-720700	303.79
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006205	Landscape Services, Apr '26	100-355-720700	382.60
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006206	Landscape Services, Apr '26	100-355-720700	292.49
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006207	Landscape Services, May '26	100-355-720700	190.91
05/29/2026	DMS FACILITY SERVICES, LLC	STL-006214	Landscape Services, Apr '26	100-355-720700	302.17
			Fund 100 - General Fund Total:		**620,017.67**
Fund: 212 - Measure M2 Fund					
05/21/2026	CHARLES ABBOTT ASSOCIATES, INC	70270	Road Maintenance, Apr '26	212-355-720400	34,508.79
05/21/2026	SCA OF CA, LLC	CA0943088	Street Sweeping Services, Apr '26	212-355-720410	15,919.61
			Fund 212 - Measure M2 Fund Total:		**50,428.40**
Fund: 221 - Senior Mobility Program Fund					
05/21/2026	OCY MANAGEMENT, LLC	4406026	Senior Mobility Program, Apr '26	221-310-720000	4,083.00
			Fund 221 - Senior Mobility Program Fund Total:		**4,083.00**
Fund: 301 - CARITS Road Fee Program Fund					
05/29/2026	HARTZOG AND CRABILL, INC.	26-0201(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '26	301-000-790600	1,825.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-043	Engineer Services, CIP #168, Apr '26	301-000-790600	3,950.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-044	Engineer Services, CIP #168, Apr '26	301-000-790600	220.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-045	Engineer Services, CIP #168, Apr '26	301-000-790600	450.00
05/29/2026	AGA ENGINEERS, INC	26108-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	301-000-790600	15,410.78
05/29/2026	KIMLEY-HORN AND ASSOCIATES INC	35688773	Fiber Coordination Project, CIP #168, Apr '26	301-000-790600	1,137.50
05/29/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-03	RTSSP for Avenida de la Carlota, CIP #168	301-000-790600	3,247.65
			Fund 301 - CARITS Road Fee Program Fund Total:		**26,240.93**
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
05/29/2026	RJM DESIGN GROUP, INC.	37839	Cabot Park Rehabilitation, CIP #241, Apr '26	311-000-790600	2,001.45
05/29/2026	RJM DESIGN GROUP, INC.	37840	Veeh Ranch & San Remo, CIP #241, Apr '26	311-000-790600	2,981.70
			Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:		**4,983.15**
Fund: 312 - CASp Fee Fund					
05/21/2026	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	033126	Disability Access Fees, Jan-Mar '26	312-000-442000	(9.20)
			Fund 312 - CASp Fee Fund Total:		**(9.20)**
Fund: 600 - Capital Improvement Projects Fund					
05/21/2026	TAIT & ASSOCIATES, INC	169253	CDBG Curb Ramp Replacement, Mar '26	600-000-490100	(1,940.00)

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
05/21/2026	TAIT & ASSOCIATES, INC	169253	CDBG Curb Ramp Replacement, Mar '26	600-251-950170	1,940.00
05/29/2026	HARTZOG AND CRABILL, INC.	26-0201(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '26	600-000-490301	(1,825.00)
05/29/2026	HARTZOG AND CRABILL, INC.	26-0201(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Apr '26	600-251-950168	1,825.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-043	Engineer Services, CIP #168, Apr '26	600-000-490301	(3,950.00)
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-043	Engineer Services, CIP #168, Apr '26	600-251-950168	3,950.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-044	Engineer Services, CIP #168, Apr '26	600-000-490301	(220.00)
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-044	Engineer Services, CIP #168, Apr '26	600-251-950168	220.00
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-045	Engineer Services, CIP #168, Apr '26	600-000-490301	(450.00)
05/29/2026	W.G. ZIMMERMAN ENGINEERING,	26-04-045	Engineer Services, CIP #168, Apr '26	600-251-950168	450.00
05/29/2026	AGA ENGINEERS, INC	26108-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	600-000-490301	(15,410.78)
05/29/2026	AGA ENGINEERS, INC	26108-IN	RTSSP for Paseo de Valencia-Moulton Pkwy, CIP #168	600-251-950168	15,410.78
05/29/2026	KIMLEY-HORN AND ASSOCIATES INC	35688773	Fiber Coordination Project, CIP #168, Apr '26	600-000-490301	(1,137.50)
05/29/2026	KIMLEY-HORN AND ASSOCIATES INC	35688773	Fiber Coordination Project, CIP #168, Apr '26	600-251-950168	1,137.50
05/29/2026	RJM DESIGN GROUP, INC.	37839	Cabot Park Rehabilitation, CIP #241, Apr '26	600-000-490311	(2,001.45)
05/29/2026	RJM DESIGN GROUP, INC.	37839	Cabot Park Rehabilitation, CIP #241, Apr '26	600-252-950241	2,001.45
05/29/2026	RJM DESIGN GROUP, INC.	37840	Veeh Ranch & San Remo, CIP #241, Apr '26	600-000-490311	(2,981.70)
05/29/2026	RJM DESIGN GROUP, INC.	37840	Veeh Ranch & San Remo, CIP #241, Apr '26	600-252-950241	2,981.70
05/29/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-03	RTSSP for Avenida de la Carlota, CIP #168	600-000-490301	(3,247.65)
05/29/2026	ADVANTEC CONSULTING ENGINEERS, INC	9803-0326-03	RTSSP for Avenida de la Carlota, CIP #168	600-251-950168	3,247.65
			Fund 600 - Capital Improvement Projects Fund Total:		-
				Grand Total:	**705,743.95**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	620,017.67
212 - Measure M2 Fund	50,428.40
221 - Senior Mobility Program Fund	4,083.00
301 - CARITS Road Fee Program Fund	26,240.93
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	4,983.15
312 - CASp Fee Fund	(9.20)
600 - Capital Improvement Projects Fund	-
Grand Total:	**705,743.95**

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	39,999.46
100-000-220444	Encroachment / Grading	1,268.20
100-000-221001	SMIP - Residential	85.00
100-000-221003	Moulton Fees	213.07
100-000-221004	CARITS Road Fees	1,415.69
100-000-221006	SJHTC B Fees	20.67
100-000-221011	Building Standards Fee	454.00
100-000-221012	SB1186 ADA CASp Fees	92.00
100-000-222000	Refundable Deposits	400.00
100-000-223000	Plan Application Deposit	5,310.00
100-000-227001	Security Deposit - Waste	520.00
100-000-228001	Swimming Pool Construction	500.00
100-000-442000	Building Related Permits	689.85
100-000-451100	Recreation Fees - Reservations	140.00
100-000-790600	Transfers Out to Capital	1,940.00
100-155-610000	Memberships & Subscriptions	165.50
100-155-611000	Training, Conferences, &	1,099.00
100-155-622000	Operating Supplies	1,070.82
100-155-624001	Advertising - Legal	2,287.38
100-155-700010	Legal Services - General Counsel	10,392.50
100-195-610000	Memberships & Subscriptions	50.00
100-195-617000	Recruitment	212.00
100-195-622000	Operating Supplies	1,383.90
100-195-623000	Printing & Mailing	1,000.00
100-195-630000	Communications	6,666.52
100-195-641200	Copier Leases	1,451.94
100-195-700090	IT Contract Services & Support	15,295.07
100-195-940000	Computer Hardware	2,420.53
100-225-610000	Memberships & Subscriptions	34.84
100-225-646100	Vehicles - Fuel & Maintenance	350.00
100-225-700000	Professional Services - Building &	33,713.67
100-225-720512	Contract Services	30.00
100-310-610000	Memberships & Subscriptions	70.50
100-310-611000	Training, Conferences, &	886.60
100-310-622000	Operating Supplies	1,082.63
100-310-622500	Program & League Supplies	20.72
100-310-630000	Communications	157.91
100-310-631000	Utilities - Electric	14,712.29
100-310-632000	Utilities - Gas	140.21
100-310-635000	Utilities - Water	1,225.22
100-310-645500	Facility Maintenance & Repairs	18,332.61
100-310-646000	Equipment Maintenance &	1,157.27
100-310-646100	Vehicles - Fuel & Maintenance	1,525.86
100-310-695000	Community Assistance & Public	45.20
100-310-695500	Special Events - Program Services	21,229.76
100-310-695507	Marathon 5k	35,989.45

Account Summary

Account Number	Account Name	Payment Amount
100-310-695508	July Fourth Celebration	646.35
100-310-695511	Rooted Volunteer Campaign	379.03
100-310-695512	Movies in the Park	0.98
100-310-721505	Contract Services - Janitorial &	3,450.00
100-310-910000	Furniture & Equipment	860.92
100-355-610000	Memberships & Subscriptions	20.00
100-355-611000	Training, Conferences, &	30.00
100-355-622000	Operating Supplies	1,793.09
100-355-630000	Communications	513.59
100-355-631000	Utilities - Electric	10,876.50
100-355-635000	Utilities - Water	33,189.90
100-355-645500	Facility Maintenance & Repairs	1,850.90
100-355-646100	Vehicles - Fuel & Maintenance	345.28
100-355-700000	Professional Services	3,125.00
100-355-700250	On-Call Services	10,301.40
100-355-700255	Improvement Inspections	19,530.00
100-355-720401	Other Public Works Maintenance	3,807.90
100-355-720500	Graffiti Removal	12,533.40
100-355-720700	Landscape Maintenance	16,096.70
100-355-720701	Parks Maintenance & Repairs	7,988.95
100-355-720702	Tree Maintenance	73,130.85
100-356-630000	MOE - Communications	31.91
100-356-631400	MOE - Electric (Streetlights &	39,027.24
100-356-631900	MOE - Electric (On-Bill Financing)	4,880.99
100-356-700101	MOE - Traffic Engineer Services	6,107.75
100-356-720420	MOE - Traffic Signal Maintenance	21,653.20
100-420-610000	Memberships & Subscriptions	16.15
100-420-622000	Operating Supplies	387.15
100-420-646100	Vehicles - Fuel & Maintenance	1,479.40
100-420-695000	Community Assistance & Public	326.76
100-420-720401	Animal Care & Shelter Services	87,426.00
100-420-720822	Crossing Guard Services	20,249.60
100-420-720823	Parking Citation Processing	2,448.00
100-420-720835	Fingerprint Identification Services	908.00
100-420-720850	Private Security Patrol	7,356.94
212-355-720400	Street Maintenance	34,508.79
212-355-720410	Street Sweeping	15,919.61
221-310-720000	Contract Services	4,083.00
301-000-790600	Transfers Out to Capital	26,240.93
311-000-790600	Transfers Out to Capital	4,983.15
312-000-442000	Building Related Permits	(9.20)
600-000-490100	Transfers In from General Fund	(1,940.00)
600-000-490301	Transfers In from CARITS Road	(26,240.93)
600-000-490311	Transfers In from Quimby Act	(4,983.15)
600-251-950168	Traffic Signal Improvements	26,240.93
600-251-950170	Access Ramps	1,940.00
600-252-950241	General Park Renovations	4,983.15
	Grand Total:	**705,743.95**

Project Account Summary

Project Account Key	Payment Amount
None	705,743.95
Grand Total:	**705,743.95**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Karen Hamman, City Clerk
Issue: Approval of Resolutions Related to the November 3, 2026, General Municipal Election

Recommendation: That the City Council 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Calling for the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities"; 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Requesting The Board of Supervisors of the County of Orange to Consolidate a General Municipal Election to be Held on November 3, 2026, with the Statewide General Election to be Held on the Same Date Pursuant to Section 10403 of the Elections Code"; and 3) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2026."

Background:

Pursuant to Laguna Hills Municipal Code Section 1-24.010, the City's General Municipal Elections are held in November of even-numbered years, concurrent with the Statewide General Elections. The next General Municipal Election in the City of Laguna Hills will be held on November 3, 2026. Three City Council seats will be available at that time, serving a full term of four years. This will be the first by-district election in Laguna Hills with elections in Council Districts 1, 2, and 4. There is one eligible incumbent for Council District 2.

In order to move forward with the election, the City Council must adopt the proposed

Resolutions calling for the election and requesting consolidation through the Registrar Item No. 4.4 of Voters of the County of Orange. The approved Resolutions must be filed with both the Orange County Board of Supervisors and the Registrar of Voters.

The nomination period for the three City Council seats is July 13, 2026, to August 7, 2026. Pursuant to Section 10225 of the Elections Code, if an eligible incumbent for the office of City Council Member does not file his or her declaration of candidacy by August 7, 2026, there is a five-day extension allowed for any person other than the incumbent to file a declaration of candidacy for such office. If the nomination period for the office of Council Member is extended, the filing period will end August 12, 2026.

Resolution No. 94-07-12-1 provides for a special runoff election for elective offices in the event of a tie vote. That Resolution is in effect until repealed by the City Council. With three full term seats open for this election, if there is a tie vote for the second full term seat, a special runoff election will be held.

The City Council must also adopt the proposed Resolution pertaining to regulations for Candidate Statements. Since its incorporation the City of Laguna Hills has, as a matter of course for each election, adopted a Resolution limiting Candidate Statements to a maximum of 200 words. It should be noted that the California Election Code Section 13307 does allow the City Council to increase the limitations on words for the Candidate Statements from 200 to 400. Historically, the City Council has not authorized the word increase in order to keep the cost down for the candidates. The Candidates' Statements are included in the Sample Ballot prepared and distributed by the Orange County Registrar of Voters. It is optional for each candidate to submit a Candidate's Statement; however, it is recommended that any candidate who chooses to submit a Candidate Statement pay for the costs of translating, printing, and mailing of the statement. Upon submission of nomination papers, candidates would be required to submit a deposit to the City for this purpose. The cost of the Candidate Statement, by district, are as follows:

District 1: $529.87
District 2: $488.51
District 4: $489.03

Staff recommends that the City Council adopt the three attached Resolutions pertaining to the upcoming General Municipal Election to be held on November 3, 2026.

Fiscal Impact:

The total cost to the City of Laguna Hills for the 2024 General Municipal Election was $43,053.87. The City has budgeted $45,000 for the by-district 2026 General Municipal Election.

Attachments:

1. Resolution No 2026-06-09-X - Calling Election
2. Resolution No 2026-06-09-X - Consolidating Election
3. Resolution No 2026-06-09-X Candidate Statement Regulations

RESOLUTION NO. 2026-06-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2026, for the election of Municipal Officers;

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Laguna Hills, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four (4) years, one (1) of whom shall be from District 1, one (1) of whom shall be from District 2, and one (1) of whom shall be from District 4.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to coordinate with the Orange County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls (vote centers) for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code Section 10242, except as provided in Sections 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED this 9th day of June 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. 2026-06-09-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
Karen Hamman, Interim City Clerk

RESOLUTION NO. 2026-06-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Laguna Hills called a General Municipal Election to be held on November 3, 2026, for the purpose of the election of three Members of the City Council for the full year term of four years; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places (vote centers), and election officers of the two elections be the same, and that the Orange County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of three (3) Members of the City Council for the full term of four (4) years, one (1) of whom shall be from District 1, one (1) of whom shall be from District 2, and one (1) of whom shall be from District 4.

SECTION 2. That the Orange County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the Orange County Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Laguna Hills recognizes that additional costs will be incurred by the County of Orange by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Orange County Registrar of Voters.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 9th day of June 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. 2026-06-09-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
Karen Hamman, Interim City Clerk

RESOLUTION NO. 2026-06-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement;

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

SECTION 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Laguna Hills on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition to these restrictions, pursuant to Section 13308, any candidate statement shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange. The County is required to translate candidates' statements into the following languages: Spanish, Chinese, Korean, and Farsi.

B. The County will mail separate voter information guides and candidates' statements in Spanish, Chinese, Korean, and Farsi to only those voters who are on the County voter file as having requested a voter information

guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all polling places/vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations.

1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing.

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

4. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund

any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election or as soon as the final amount is known from the Orange County Registrar of Voters.

SECTION 4. MISCELLANEOUS

A. All translations shall be provided by professionally certified translators pursuant to Elections Code §13307(b).

B. The City Clerk shall allow capitalization and indentations to the same extent and manner as allowed in previous City elections.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous Resolutions establishing City Council policy on payment for candidate's statements are repealed.

SECTION 8. This Resolution shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 9th day of June 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. 2026-06-09-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
Karen Hamman, Interim City Clerk

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Maintenance Services Agreement with SCA of CA, LLC for Citywide Street Sweeping and Roadway Cleaning

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement with SCA of CA, LLC; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement.

Background:

On June 22, 2021, City Council approved a Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement with Jonset Corporation dba Sunset Property Services Sweeping Corporation of America, LLC for a five-year term starting July 1, 2021, and ending on June 30, 2026. Subsequently, on March 28, 2023, City Council approved an Assignment and Assumption Agreement authorizing the Sweeping Corporation of America to assume the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement on the same terms and conditions.

The Agreement allows for one (1) three-year extension on the same terms and conditions as the original Agreement. Sweeping Corporation of America 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 Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement with SCA of CA, LLC (Sweeping Corporation of America of California, LLC).

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 Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement allows the City to unilaterally exercise an extension at rates tied to the current consumer price index. Additionally, a neighboring city went out to bid for street sweeping services, and experienced a significant percentage increase in costs. Accordingly, the requested 3.9% increase by Sweeping Corporation of America as part of Amendment No. 1 is anticipated to result in more favorable pricing than pursuing a new competitive bid process.

Fiscal Impact:

No new fiscal impact. These services are already budgeted for in the City's biennial budget.

Attachments:

1. Amendment No. 1 to Street Sweeping Agreement
2. 2023 Assignment and Assumption Agreement
3. 2021 Street Sweeping Agreement

AMENDMENT NO. 1
TO STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES AGREEMENT
SCA of CA, LLC.

THIS FIRST AMENDMENT to the Street Sweeping and Roadway Cleaning Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective this 1st day of July 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 SCA of CA, LLC, a limited liability company (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 Jonset Corporation dba Sunset Property Services previously entered into that certain Street Sweeping and Roadway Cleaning Street Maintenance Services Agreement which was made and entered into on July 1, 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, ending on June 30, 2029, under the same terms and conditions ("Renewal Option").

B. Pursuant to that certain Assignment and Assumption Agreement dated February 28, 2023, Jonset Corporation dba Sunset Property Services as Assignor, assigned all of its rights, title, interests, liabilities, burdens, and obligations under the Agreement to Contractor, as assignee, which assumed all such rights, title, interests, burdens and obligations and is bound by the terms and conditions of the Street Sweeping and Roadway Cleaning Maintenance Services Agreement.

C. That certain Assignment and Assumption Agreement dated February 28, 2023 inadvertently identified assignee as Sweeping Corporation of California, LLC, which was a scrivener's error and the Parties hereto confirm and agree that the intended assignee is "SCA of CA, LLC".

D. Section 2.3 (Optional CPI Adjustment of Compensation/Fees/Billing Rate Schedule) provides that after the first two (2) years of the Agreement, rates may be adjusted by the Consumer Price Index ("CPI"), subject to a maximum cap of five percent (5%) per adjustment.

E. City has been satisfied with Contractor's services provided under this Agreement and desires to renew the Agreement pursuant to Section 3.3 (Term), which provides for one additional three (3) year term beyond the initial expiration date of June 30, 2026.

F. Contractor submitted a proposal dated May 18, 2026 to extend the Agreement and requested a 3.9% CPI adjustment to the service rates pursuant to Section 2.3 of the Original Agreement, a copy of which proposal is attached hereto as Exhibit A, and incorporated herein by this reference.

G. 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 roadway and street maintenance services at the rates established in Exhibit A, and under the same terms and conditions as established and set forth in the Agreement, as well as to increase the Annual Maximum Contract Amount set forth in Section 2.1 of the Agreement by $75,000 from $200,000 to $275,000.

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 additional three (3) year term, commencing on July 1, 2026, and ending on June 30, 2029, under the same terms and conditions as set forth in the Agreement ("Renewal Option").

2. Rate adjustment. Pursuant to Section 2.3 of the Agreement which authorizes CPI based rate adjustments after the first two (2) years of the Agreement, subject to a maximum cap of five percent (5%), the Parties hereby approve a three-point nine percent (3.9%) CPI adjustment to the services rates effective July 1, 2026. The adjusted rates applicable during the Extended Term are set forth in Exhibit A attached hereto and incorporated herein by this reference. Exhibit A superseded and replaces the fee schedule, rates, and unit prices contained in the Original Proposal/Scope of Work previously attached as Exhibit A to the Original Agreement.

3. Annual Maximum Contract Amount. Pursuant Section 2.1 of the Original Agreement, the Parties hereby agree to increase the Annual Maximum Contract Amount to Two Hundred Seventy Five Thousand Dollars ($275,000) (hereinafter referred to as the " Annual 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 and incorporated herein.

3. Assignee. The Parties hereby acknowledge and correct the name of the assignee in the Assignment and Assumption Agreement dated February 28, 2023 from Sweeping Corporation of California, LLC to SCA of CA, LLC.

4. 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.

[*SIGNATURES ON NEXT PAGE]*

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 LASSOOY,
Assistant City Attorney

"CONTRACTOR"
SCA of CA, LLC

By:_____
BRAD BECKER,
Regional Vice President

By:_____
PATRICK BOBO,
Chief Legal Officer

Exhibit A

SCA
SWEEPING CORP OF AMERICA

3031 N. Rocky Point Drive West, Suite 730
Tampa, FL 33607

May 18, 2026

City of Laguna Hills

On behalf of Sweeping Corporation of California, LLC, we appreciate the opportunity to continue providing street sweeping and roadway cleaning maintenance services to the City of Laguna Hills under the Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement extension and amendment.

Pursuant to Section 2.3 of the Agreement, we respectfully request approval of a three point nine percent (3.9%) CPI adjustment to the current service rates effective July 1, 2026. This adjustment reflects continued increases in labor, fuel, equipment maintenance, insurance, and operational costs necessary to maintain the current level of service provided to the City.

The proposed adjusted rates are as follows:

- Residential Street Sweeping: $25.24 to $26.22 per curb mile
- Arterial Street Sweeping: $25.17 to $26.15 per curb mile
- Bike Trails: $246.66 to $256.28
- Sidewalks/Stairway Cleaning: $410.60 to $426.61
- Community Center Lot: $146.07 to $151.77
- Cabot Lot: $110.71 to $115.03
- Quarterly Sweep: $269.42 to $279.93
- Bus Bench Cleaning: $95.00 to $98.71

We appreciate the City's continued partnership and consideration of this request. Please let us know if any additional information or supporting documentation is needed.

Sincerely,

Terry Roberts
District Account Manager
Sweeping Corporation of America

BIDDER'S NAME Sunset Property Services

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

BASE BID

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Arterial Highway and Collector Street Weekly Street Sweeping per Year	Curb mile	4524 (87x52)	25.17	$ 113,869.08
2	Residential Street Twice Monthly Street Sweeping per Year	Curb mile	3024 (126x24)	25.24	$ 76,325.76
3	Monthly Bike Trail Street Sweeping per Year	Monthly	12	246.66	$ 2,959.92
4	Monthly Sidewalk, Stairway, Fire Gate Cleaning per Year	Monthly	12	410.60	$ 4,927.20
5	Monthly Community Center Parking Lot Street Sweeping per Year (3 lots)	Monthly	12	146.07	$ 1,752.84
6	Monthly Cabot Park Parking Lot Street Seeping per Year (1 lot)	Monthly	12	110.71	$ 1,328.52
7	Quarterly two-way left turn Street Sweeping	Quarterly	4	269.42	$ 1,122.90

TOTAL BASE BID IN FIGURES: $202,286.22

TOTAL BASE BID IN WORDS: Two hundred and two thousand two hundred eighty-six DOLLARS

AND twenty-two CENTS

Quantities shown above are estimated. Actual Quantities shall be verified by the City inspector and may be greater or less than the quantities indicated here. The determination of the lowest price bid shall be on the basis of comparison of the Total Base Bid value.

ADDITIONAL SERVICES BID AS NEEDED

ITEM NO.	ITEM	UNIT	UNIT PRICE
8	Hourly Rate for Special Street Sweeping	Hourly	$155.00
9	Hourly Rate for Emergency Street Sweeping	Hourly	$180.00
10	Bus Stop Cleaning (Select locations on a quarterly basis or as directed)	Each	$ 95.00

Continued Next Page

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2021 MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
JONSET CORPORATION DBA SUNSET PROPERTY SERVICES FOR
STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective on February 28, 2023, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"); JONSET CORPORATION, a California corporation dba Sunset Property Services (hereinafter "Assignor"); and SWEEPING CORPORATION OF CALIFORNIA, LLC, a Delaware Limited Liability Company (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Assignor previously entered into that certain maintenance services agreement dated July 1, 2021, which is entitled Street Sweeping and Roadway Cleaning Maintenance Services Agreement, for an initial contract term of five (5) years commencing on July 1, 2021, and ending on June 30, 2026, (the "Agreement"). Section 3.3 of the Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than one (1) additional three-year term extensions under the same terms and conditions.

C. On February 16, 2022, Assignee notified the City through written correspondence that Assignee has acquired Assignor and will continue to provide street sweeping and roadway cleaning services.

D. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

E. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

F. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of February 28, 2023, Assignor hereby assigns to Assignee all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement.

2. Assumption. As of February 28, 2023, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement, and agrees to observe

and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.1 of the Agreement shall be:

Sweeping Corporation of California, LLC
Attention: Jaryd Keese
4141 Rockside Road, Suite 100
Cleveland, OH 44131
Telephone: 216-777-2750
E-Mail: jkeese@sweepingcorp.com

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

6. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

THE CITY OF LAGUNA HILLS, a California municipal corporation

_____
Jarad L. Hildenbrand,
City Manager

Attest:

_____ (SEAL)
Jennifer Lee,
City Clerk

Approved as to form:

_____
Gregory E. Simonian,
City Attorney

JONSET CORPORATION, a California corporation dba Sunset Property Services

_____
By: Matt Spenser
Its: CEO

_____
By: Erin Quinn
Its: Secretary

SWEEPING CORPORATION OF CALIFORNIA, LLC, a Delaware Limited Liability Company

_____
By: Matt Spenser
Its: CEO

_____
By: Erin Quinn
Its: Secretary

CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES AGREEMENT
(Jonset Corporation dba Sunset Property Services)

THIS CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st 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 JONSET CORPORATION dba SUNSET PROPERTY SERVICES, 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 street sweeping company to perform regularly scheduled, on-call special, and emergency street sweeping, cleaning, and maintenance services for the proper cleanliness and maintenance of the City's street and roadway system, as well as to perform other related cleaning and maintenance services on an as-needed on-call basis, in a manner acceptable to City (the "Project").

B. Contractor has submitted to City a bid proposal, dated May 18, 2021, in response to City's Notice Inviting Bids and Specifications for Citywide Street Sweeping and Roadway Cleaning Maintenance Services, dated April 19, 2021, to provide citywide street sweeping, cleaning and maintenance services to City 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 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 citywide street sweeping, cleaning, and 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 the citywide street sweeping, cleaning, and maintenance services for the Project as set forth in Contractor's Bid Proposal/Scope of Work, dated May 18, 2021, (as modified by Contractor's

Supplemental Rate Sheet, dated June 9, 2021), and as set forth in City's Notice Inviting Bids and Specifications for Citywide Street Sweeping and Roadway Cleaning Maintenance Services, dated April 19, 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 Street Sweeping and Roadway Cleaning Maintenance Services, dated April 19, 2021; and, (3) the Contractor's signed, original Bid Proposal/Scope of Work, dated May 18, 2021, 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 Citywide Street Sweeping and Roadway Cleaning Maintenance Services for the Project, as modified by Contractor's Supplemental Rate Sheet, dated June 9, 2021 ("Contractor's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Notice Inviting Bids, including the City's Street Sweeping Specifications, 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 Street Sweeping 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, including the City's Street Sweeping Specifications (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, Cal/OSHA, and South Coast Air Quality Management District ("SCAQMD") regulations and requirements, including SCAQMD Rule 1186. 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 and SCAQMD 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, 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 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.

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 defend and indemnify City and 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.

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/Unit Prices set forth in Contractor's Bid Proposal/Scope of Work (as modified by Contractor's Supplemental Rate Sheet, dated June 9, 2021, which is attached hereto as Exhibit "A" and incorporated herein by reference), but not exceeding the total annual maximum contract amount of Two Hundred Fifty Thousand Dollars ($250,000.00) (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 (as modified by Contractor's Supplemental Rate Sheet, dated June 9, 2021) 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 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Bid Proposal/Scope of Work shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from July 1, 2021 through June 30, 2022). 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 1, 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.

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: Christopher Valerian, 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 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 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: Jonset Corporation dba Sunset Property Services
Attention: Christopher Valerian, President
16251 Construction Circle West
Orange, California 92606-4412
Telephone: (949) 551-5151
Facsimile: (949) 551-4371

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 reminder 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.

10.9 Street Sweeping Refuse Deposited at Local Transfer Station/ Rate Reduction.

The Parties understand and agree that the City Manager shall have the right, but not the obligation, to direct the Contractor to deposit all street sweeping refuse at a specific location at any time during the term of this Agreement. In the event that City is able to successfully negotiate with its solid waste franchise hauler to allow for the depositing of all street sweeping refuse at a local transfer station without charge pursuant to the City's solid waste franchise agreement, then Contractor agrees to immediately reduce its per curb mile rate in accordance with the Contractor's Supplemental Rate Sheet, dated June 9, 2021, which is attached hereto as Exhibit "A" and is incorporated herein by reference.

[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"
JONSET CORPORATION dba SUNSET PROPERTY SERVICES, a California corporation

CHRISTOPHER VALERIAN,
President and Chief Executive Officer

DANIEL NAUERT,
Secretary-Treasurer and Chief Financial Officer

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: MAY 18, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES
(As Modified by Contractor's Supplemental Rate Sheet, Dated June 9, 2021)

Sunset Property Services

City of Laguna Hills
Notice Inviting Bids
STREET SWEEPING SERVICES 2021

Setting the Standard
Since 1967

Respectfully submitted by

Jonset Corporation
dba Sunset Property Services
16251 Construction Circle West
Irvine, CA 92606
(949) 551-5151
AHowhannesian@SunsetPropertyServices.com

Due Date:
May 18th, 2021

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May 13, 2021

Setting the Standard
Since 1967

Kenneth H. Rosenfield
Assistant City Manager/Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Notice Inviting Bids —Citywide Street Sweeping and Roadway Cleaning Maintenance Services

Mr. Rosenfield:

We are pleased to provide the City of Laguna Hills with our proposal for street sweeping services. Sunset Property Services is a local, family owned and operated MBE & DVBE business that has been proud to be a part of the Orange County community for over 43 years.

Sunset offers more than 54 years of experience and a substantial amount of comparable knowledge from our existing work on this contract and comparable municipality relationships. We are a proven provider of quality street sweeping services to many surrounding Orange County municipalities. We uphold our pledge of excellence to our clients through constant communication and reporting to ensure that we can proactively handle a variety of needs in a timely, cost effective manner. These reports have been submitted to your city to help identify landscaping, sloping, safety and service issues.

Our veteran team is eager to renew our partnership with your staff. Sunset goes unparalleled, not only in the proximity of our fleet and personnel headquarters in the County of Orange, but also in the variety and extent of services we can effectively and efficiently mobilize being so close to Laguna Hills. No other competitor can match us in the vast services that have been at your disposal. Our headquarters and fleet, with limited notice, can perform any service task to the highest quality with little to no limitation on fleet availability or distance/time constraints. This proximity also equates to a lower response cost for any emergency needs or services; this includes a quicker execution and greater public safety.

Orange County
16251 Construction
Circle West
Irvine, CA 92606-4412
(949) 551-5151
(949) 551-4371 FAX

We are proud to offer the latest technology with our modern fleet. For this contract we would utilize our state-of-the-art TYMCO 600 regenerative air sweepers. As an added benefit, Sunset's sweepers are also equipped with broom assist head (BAH) for added efficiency. This allows for a better cleaning and more thorough removal of heavy debris through our investment in this option. Our sweepers are AQMD approved as well as PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates. **Sunset was first**

in the nation to introduce the TYMCO Alternative Fuel 600 sweepers, in 1993, ten years before it was mandated.

We are best qualified as Sunset provides the highest value and competitive pricing with the delivery of the highest quality service. Through our familiarity with this contract since 2008, we have proven our performance. Additionally, during the uncertainty and additional troubles in 2020 brought on by COIVD-19 we demonstrated we could continue to provide services safely and without alterations or delay. Though there were many challenges from this over the past year, the city was not exposed to any of these difficulties in our contracted work and schedules. Additionally, our call logs are minimal to non-existent in relation to resident complaints from our nearly 13 year tenure.

Most substantial has been our cost savings to your city. For the initial term of our contract, we will have provided over $40,000 savings in relation to the initial budget. In comparison to other bids pricing posted in 2020, we will have provided the city with a savings between $53,364 and $171,642 annually. We are proud to have been able to be of service to the city budgets and the residents. During this time, we continued to make adjustments to the city's posted needs and material changes at no additional cost. All of this was accomplished during a global pandemic that had a large impact on PPEs and labor while absorbing large changes to minimum wage and the extreme impact that SB-1383 had on tipping costs that were never passed on to the city.

Sunset acknowledges there were no addenda released regarding this bid including no posted Q&A. Additionally, we are attesting our interest in the Project and will be able to provide the full Scope of Services provided. We are able to comply with the Sample Draft.

We would like to thank you for your consideration of our proposal and look forward to the opportunity to continue working with your city.

Sincerely,

John D. Howhannesian
President

Qualification of the Company

Sunset Property Services is a family owned and operated business that has been proud to be headquartered in Irvine since 1978. For over 54 years Sunset has grown in California to become one of the premier providers for all service needs.

Project Onboarding

Our expert operations team works to keep you actively informed of your sites status while functioning to provide innovative and precautionary measures to ensure the utmost level of safety, health and service. Our management team places an emphasis on being in the field, not just behind a desk. We save our clients' money by being the first line of communication for facility issues and are unequaled in our response time to any emergency or special needs.

Not only do we rely on the sharpened ears and eyes of our crews, but we have placed an emphasis on our reporting and the data we establish for every client. Our experienced team provides routine quality checks of our services daily, through reporting and through consistent site visits. Our continuous safety, training and certification meetings are also strictly adhered to, so that the locations of service are being maintained at the optimum feasible level of efficiency. Due to our high standards, as well as the benefit of our headquarters being based less than thirteen miles away from the City of Laguna Hills, you can expect that all concerns can be addressed proactively and that they are being consistently monitored by our experienced and highly trained staff. In case of emergencies, our location allows quick and direct access to our expansive and diversified services.

We utilize electronic work order reporting to document all aspects of a service from customer calls to special concerns. This detailed history keeps a progressive synopsis of our projects readily available to any personnel involved from the top down. Our method of reporting provides an invaluable culmination of records on a per service level which can also be used to emphasize a larger picture of the areas of service. We are also able to provide complementary services instantaneously based on our wide range of services and centrally located fleet & crew.

Service Request

All service requests are channeled through our 24/7/365 office which is tracked on a proprietary system to ensure execution, efficiency and tracking. Additionally, a client log is simultaneously kept to keep record of hotspots and client needs. Due to our proximity and consummate knowledge, service requests are created as they come in through our Contracts Manager and can be scheduled in short notice (under 1 hour) if emergency services are needed.

In addition to our timely response, we have a wide range of in house services that can be readily used by the City.

Sunset provides a wide array of complementary services available with a locally centralized crew and complete scheduling flexibility. Our range is inclusive of but not limited to:

- GRAFFITI REMOVAL
- SEALING
- AWNING CLEANING
- HAULING
- HYDROWASH/RECLAMATION
- PRESSURE WASHING/RECLAMATION
- WINDOW WASHING
- RD-2000 OIL ABSORBENT
- CUSTODIAL /DAYPORTER
- PARKING LOT SWEEPING
- STREET SWEEPING
- SPECIAL EVENTS
- CONSTRUCTION SITE CLEAN-UP
- PARK BENCH/BUS BENCH CLEANING

Equipment

We are proud to be able to provide the latest technology with our ever evolving and current fleet. For this contract we would utilize our state-of-the-art diverse fleet of TYMCO 210, TYMCO 435 and TYMCO 600 sweepers. This enables out team to handle all manner of roadways, narrow streets and parking lots to maximize efficiency and minimize asphalt damage as well as safety concerns. Our sweepers are PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates and has proven effective for the alleys in the past.

GPS Utilization

For over 13 years we have provided the benefit and accountability of GPS tracking on our entire fleet of vehicles to our clients. We recently invested in new equipment to give second by second reporting in real-time on our entire fleet. Sunset pairs physical quality checks with technological advances and in depth on demand reporting capabilities. Through our GPS we enable our customers to have access to real-time data and assurance of vehicle location. Our system also includes features that monitor everything from the speed to equipment activity. With this advanced supervising enabled through any internet connection, we can assert that our vehicles maintain the appropriate speed for optimum cleaning and can provide hard reporting to substantiate our affirmation.

Through our GPS, site and city transitions are easily obtained and real-time monitoring can be affirmed so that the learning curve of new work is nearly non-existent. The other features of the GPS system provide a quick analysis to pinpoint inefficiencies on new accounts so that through our transition we can propose more effective ways to serve our clients.

Real-time second by second quick mapping lets us see our fleet at a glance and dispatch according. We also know at all times where these vehicles are, what speed and direction they are traveling, the route they have taken and much more. Historical routing of each vehicle and the location at a specific time can also be retrieved and used for analysis. When Sunset promises a vehicle at a certain time and location, we can guarantee our prompt response and completion, even at obscure hours.

Our GPS system allows business rules to be entered so that we can immediately receive notifications of violations even outside of normal business hours. These alerts can even be received by phone or tablet to maintain full around the clock accountability and makes our ability to react to situations instantaneous. Alerts can be defined on: vehicle idle time, hard braking, hard swerving, fuel & oil level, engine data, speeding against posted speed limit, maintenance and much more so that we can back our commitment to safety and performance with hard data.

Flexible reporting with a full suite of reports, ranging from very detailed to high level, are also processed quickly and automatically from the system. Run reports by vehicle, fleet, driver or team. All are generated in an easy-to-read format that can be printed, saved or set to send automatically to one or more recipients. Reporting is easy to use, but can be set up internally for our clients hassle free.

Work Plan

Sunset Property Services as a company has approximately 75-85 employees that work mostly full time with about 10 employees working part time. This combination allows us to easily cover absenteeism and needed vacation or time requested off for our employees. We have the ability to provide on-site leadership during both the day and night shifts. We have mobile supervisors that can respond to emergencies when necessary to support any special needs of the crews working at any of our locations. Our trained supervisors also provide quality control checks to ensure the highest level of service is provided to each and every client. Our Director of Operations and our Asst. Operations Manager interface directly with clients on a routine basis to obtain feedback on service while allowing the client direct contact with our management team.

Below are the guidelines and reporting highlights that have allowed us to be a seamless success when taking on large and expansive projects and have been utilized for your city:

- Maximize our labor potential by assigning key roles based on experience and skills
- Maintain daily reporting to guarantee all services are met
- Utilize our Quality Control program to locate areas with special needs or areas of concern
- Provide site walks by veteran management for better control
- Conserve energy through management of procedures and key personnel
- Report and analyze all aspects of the work performed and actively come up with new ways to better our services
- Constant communication with the client to follow up on needs and keep all needed personnel informed and minimizing learning curve while continuing to gather and address feedback
- Utilize technology for identifying all aspects of the project implementations to manage and assign tasks accordingly to design an efficient infrastructure

Qualifications of Management Staff

Quality Assurance/QC Program

We offer a customized set of processes for each scope of work, implemented seamlessly and reported consistently for quality assurance. Effective communication and fleet/vehicle monitoring and scheduling via GPS is an essential part of our success and the pervasive tool throughout our service integration and continuation. Utilizing technology, we adhere to a strict and thorough integration plan that has enabled us to become adaptive and successful when transitioning projects. The following actions are observed for new accounts:

- **Area/Site Analysis** – identify individual needs and highlight any potential areas that may require special attention
- **Pre-Service Team Brief/Assignment** – assess and communicate to teams directly assigned to the project any areas of special care and assign crew with strengths best suited for the needs of the project to guarantee accountability, stability and exceptional work
- **Establish History and Quality Control** – meet regularly to go over performance, initial feedback as well as review current methods and execution to ensure that each project is receiving specialized attention and that all crew members are fully aware of changes or modifications as necessary
- **Report** – as the eyes and ears of our clients, report back any potential problems or suspicious/irregular activity and recommend additional services as necessary according to the needs of the property
- **Familiarize and Nurture Growth** – reliability is key but continuing to analyze and discover fresh approaches or needs is the cornerstone to progress

Crews

Sunset takes pride in its accomplishments as a team and the dedication, as well as experience, of our crews. We value loyalty and consider all employees a part of the Sunset family. Sunset strives to maintain exceptional quality in our work as well as in our relationships with our crews and staff, evidenced by the average 10-year tenure of our employees. This is a direct result of our commitment to supporting our crews, implementing exceptional project strategy and our ability to pair quality with loyalty. Their training and experience is an essential part of how Sunset seamlessly transitions new contracts.

Our crew cross training and focus has been a proven benefit during the difficulties of COVID-19.

Employee Benefit Program

Another pivotal point to the success of our business has been to create an incentive program for our crews. Part of quality assurance means proactively giving our crew the tools and encouragements to excel. Our program gives greater accountability to translate into a more effective workforce with greater benefits and a happier working environment. This positively impacts employees' conduct and performance to give greater value, savings and quality for our clients.

Corrective Action Plan

Sunset's procedure for corrective action currently utilizes our electronic Q.A. reporting system which is documented and communicated through our encompassing proprietary electronic Work Order

system. Sunset's supervisors and Q.A. personnel are trained to fill out an inspection report which is then delivered back to our main office and input electronically. If the reported results does not meet our high level of standards or there is a unique issue, a work order is opened and immediate action is taken. This simultaneously archives the report and creates an action plan accompanied with completion dates and a new inspection date. We are able to report and monitor the historical data in order to identify potential trends.

This process is multipurpose and carefully documents areas that need special care and are notes them for future reference. This can also integrate with our scheduling system to assert better controls and easily identifiable service history. Our experience in other accounts allows for a cross check between new locations and veteran locations that already have an accumulation of data so we can distinguish areas to closely monitor before we even commence services. We can provide polls to residents to actively search for their feedback to confirm we are providing services to the best of our abilities and with resident high approval. Correspondence logs are also maintained and communicated to staff to keep a transparent log of any calls from residents. Our internal systems ensure that we comply with the contract time frames on all levels.

Accountability & Customer Service

At Sunset, we hold our work to the highest standards and we know that accountability is of the utmost importance. Our goal is to provide the highest quality service possible. In order to maintain accountability and quality we have a dedicated contract manager as well as a client services representative, that handles any requests or concerns that our clients may have. Additionally, we have an operations team that meets daily, headed by our director of operations, to discuss any issues, new requirements or concerns to ensure that everything is running smoothly. Service and direct contact to our team is available 24 hours a day, 7 days a week.

Our proprietary work order system designed in house, creates electronic work orders to ensure that any special notes as well as basic information can be kept for reference. Client information is meticulously maintained to ensure that all documentation for the client is kept up to date and ready at any time for any potential needs or verification. Our accounting provides a customized and exhaustive breakdown of the city and the billing for each invoice cycle for fully disclosed communication and 100% accuracy. We want to ensure that accurate accounts are kept and recorded and that past information can be accessed at a moment's notice.

If special services or requests are made, outside of the scope of work, Sunset crews are prepared to handle any needs at any time. We believe we offer the best of both worlds being an involved small local business; providing big company solutions with distinct personal touches.

Brief Biographies

Project Management

John D. Howhannesian, President/CEO

John D. Howhannesian is the founding member of Sunset Property Services, a family-owned and operated business. Since 1967, he has been developing and expanding the scope of Sunset's business and service expertise. Sunset's exceptional client relationships, widely diverse service skill set and innovative approaches can be attributed to his passion and high principle.

Mr. Howhannesian brings intimate knowledge of the industry and a proactive approach to solving challenges with ideas that continue to positively impact the property maintenance industry. He leads his company as a proponent in furthering enhancements in the safety of our environment. At a young age, he felt a strong sense of stewardship towards maintaining a clean environment and as an entrepreneurial pioneer he wanted to set the standard for taking all aspects of cleaning into account; streets, water sanitation and even air quality. Recognizing the value of sustainability, Mr. Howhannesian was the first to introduce the concept of alternative fuel the industry in conjunction with TYMCO. This technology was implemented as a standard at Sunset well ahead of its time before it became a state mandate. He continues to be a proponent in furthering the enhancements of safety and sustainability through his 'green' philosophy which he has imparted onto his company.

With more than 50 years general management experience, he understands how each multifaceted layer of an operation functions on an innate level. He understands that, above building profit, being environmentally active and benefiting the community must be Sunset's primary goal. Mr. Howhannesian has passionately built a responsive organization that consistently delivers results by aligning company initiatives with business goals pairing quality with outstanding service.

Andrea Howhannesian, Director of Operations

Andrea Howhannesian is directly responsible for the daily operations and function of Sunset's crews. She emphasizes a passion for technology, innovative advancements & consistently advancing systems to provide new solutions. Her first education has been gained from her emersion in the family business which she has been proud to be a part of for over 11 years. She has had the opportunity to work in many different aspects of the company to gain an encompassing knowledge of the business as a whole. She has worked closely with the municipalities serviced by Sunset to help in their advancement goals. Her involvement has allowed her to become preemptive with city needs and she has a passion for being fully immersed and understanding the distinctive mechanics of each. Her in-depth knowledge and the longevity of her experience enables her to provide a top to bottom account of a project for seamless transitions and planning to help project needs, communicate effectively and meet deadlines.

Rick DeAnda, Assistant Operations Manager

Rick DeAnda has been with Sunset for over 34 years, currently in his position as Assistant Operations Manager where, through his determination and tenacity beginning behind a sweeper helper, he earned and has grown into the operations area of expertise. His experience provides a keen eye for detail and also allows for us to present solutions to our clients and make suggestions of property needs. Rick brings a gamut of experience and perspective to the table for this contract. Having such a diverse and experienced background, Rick provides efficient and veteran solutions to day-to-day issues including managing personnel and coordinating resources for the benefit of Sunset clients.

Michael Araujo, Supervisor

Michael and Ivan would pair up to cover the supervisorial aspects of this contract. Michael has been directly involved with the scheduling and routing of this contract. Ivan has been well versed in all of our Class B services on a personal level, including being certified himself. Together they would oversee and input the daily reporting on equipment, service times and concerns to ensure accountability and vigilance. Additionally, Ivan would fill in during any unanticipated call off..

Cynthia Rendon, Customer Service

Cynthia Rendon is the day-to-day liaison with our clients, while working closely with the Operations team in planning daily services and special client requests. She assists in the creation of all property specifications by preparing detailed documentation and knowledge on sites and scheduling. She also oversees the input and completion of all work orders that are processed through our system. Cynthia has brought a level of responsiveness and personal connection to our relations with the city.

OC Public Works
Integrity, Accountability, Service, Trust
Shane L. Silsby, Director

August 21, 2018

To whom it may concern:

RE: Sunset Property Services

I am pleased to provide this reference letter for Sunset Property Services.

The County of Orange approved contract MA-080-12011450 with Sunset Property Services for street sweeping services commencing on May 1, 2012 through April 30, 2017. Sunset Property Services was tasked to perform street sweeping on multiple unincorporated islands throughout Orange County which included Anaheim, Santiago Canyon, Orange, Santa Ana, Tustin, Yorba Linda, Dana Point, Hidden Ranch, Ladera Ranch, Las Flores, Wagon Wheel, and Rancho Mission Viejo. During this time, we found Sunset Property Services staff to be very knowledgeable, professional and co-operative throughout the term of this contract. The County of Orange has recently approved a new contract, MA-080-17011345, with Sunset Property Services for street sweeping services commencing on May 1, 2017 through April 30, 2020, with the option to renew for two additional years.

The County has received excellent customer service and is extremely pleased with the business relationship that has been established with Sunset Property Services.

We would recommend Sunset Property Services to you without hesitation.

Sincerely,

Kris Ruiz
SMIS, Annual Contracts
OC Public Works-Operations & Maintenance
714-955-0346- Direct
Kris.Ruiz@ocpw.ocgov.com

Turner

Turner Construction Company
1900 South State College, Suite 200
Anaheim, CA 92806
Phone: (714) 940-9000

August 21, 2018

To Whom it May Concern:

I am writing this letter as a reference for Sunset Property Services.

Sunset is well-organized, detailed and executes well in the services they have provided for us on a numerous projects.

Their site management and execution on final cleaning services that have included janitorial, street sweeping, window washing and pressure washing, have been detailed, well organized and have shown flexibility on the changes that are inherent to construction projects.

Throughout the projects completed, they established and maintained a consistent clear line of communication as well as a chain of command for better efficiency. They were honest, adhered to schedules and changes in professional manner.

With any of your project or site cleaning services, we would highly recommend Sunset Property Services.

Sincerely,

Turner Construction Company

Brendan W. Murphy
Vice President and Operations Manager

Company Experience

Recent Experience

Sunset is pleased to provide street, lot and bike trail sweeping to many neighboring entities in and around Laguna Hills including Mission Viejo, Laguna Niguel and Laguna Woods. Most recently, the City of Fountain Valley and Newport Beach were successfully transitioned mid 2020 for city-wide street sweeping. Additionally, during our past term with Laguna Hills, we were awarded by SCMSDC through our longstanding relationship with Disneyland with a 2019 Supplier of the Year Award. We continue to show our city contracts and commercial partners our commitment to excellence, safety and reliability.

References

Date Value	Name & Address	Contact	Description
Current +$400K	City of Mission Viejo 27204 E. La Paz Road Mission Viejo, CA 92692	Corey Gonyea cgonyea@cityofmissionviejo.org (949) 362-4341	City-wide street sweeping services including parking lots & bike trails.
Current +$450K	County of Irvine 6427 Oak Canyon Irvine, CA 92618-5202	John Dupont JDupont@cityofirvine.org (949) 724-7617	City-wide street sweeping services including parking lots & bike trails.
Current +750K	City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Tom Miller TMiller@newportbeachca.gov (949) 718-3481	City-wide street sweeping services including parking lots & bike trails.
Current +$120K	County of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688-2824	Brendan Dugan BDugan@cityofrsm.org (949) 635-1805	City-wide street sweeping services including parking lots.
Current +700K	Disneyland Resort 700 W Ball Rd Anaheim, CA 92802	Karla Kingma Karla.Kingma@disney.com (714) 781-7752	Open parking lots and parking structures (6th largest in the world)

All references listed above have been successfully transitioned and managed by the proposed team for the City of Laguna Hills.

Financial Condition

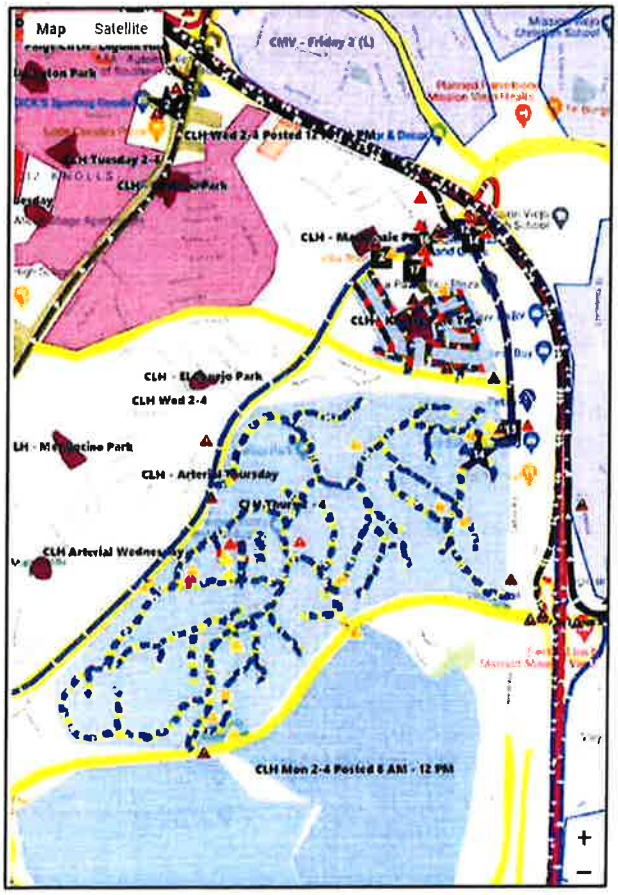
Sunset Property Services is in good standing. There have been no concerns in regards to bankruptcy, past or present. This financial stability has been in place for over 54 years and has translated over to our relationship and stability throughout our current term.

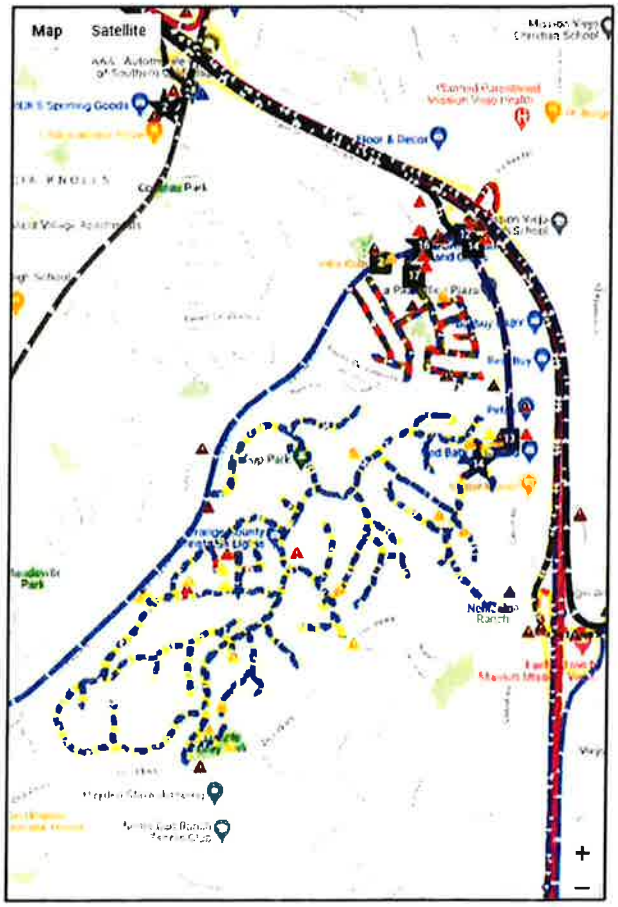
If requested, Sunset Property Services is willing to provide the requested proof of financial condition outside of public record.

Schedule of Performance

Through our historical routing, current use of knowledgeable sweeper operators and our management team that has been with the company for an average of over 25 years, we are well versed with you city and the routes. We will be able to rollout the changes being proposed while upholding our indoctrinated routing.

Our current GPS mapping confirms start points and properly divides scheduled days, including those requiring multiple sweepers outside of the primary. This is only achieved efficiently due to our expansive understanding being that we are based in Orange County and we have a presence here with our other contracts and through our teams that live in Orange County. Below includes a sampling of our current mapping including points of interest:





Equipment Inventory

Isuzu NPR XC	TYMCO 435	2020
Freightliner M2	TYMCO 600	2016
Freightliner M2	TYMCO 600	2016
Freightliner SNS	TYMCO 600	2018

Additional Information

In our tenure, experience and savings to the city, we have engrained knowledge that is unparalleled. This includes locations of hotspots throughout the city and routing that includes sensitive and posted areas not necessarily considered in this NIB.

Additionally, Sunset is willing to work with the city in conjunction with their waste franchise agreement to potentially cover tipping fees. If this is able to be achieved, the curb mile rate will be further discounted to the city.

BIDDER'S NAME: Sunset Property Services

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement for a period commencing on July 1, 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: Sunset Property Services DATE 5-15- 2021

CONTRACTOR'S ADDRESS:
16251 Construction Circle West
Irvine, CA 92606

BY John D Howhannesian

TITLE President

(Signature)

PHONE (949) 551-5151

BY Andrea Howhannesian

TITLE Secretary

(Signature)

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 Orange)

On May 15, 2021 before me, Lisa M Gray, Notary Public
(insert name and title of the officer)

personally appeared John D Hovhannesian And Andrea Hovhannesian
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.

LISA M. GRAY
COMM. #2194001
Notary Public · California
Orange County
My Comm. Expires May 23, 2021

NRO1 NRO1

Signature _____ (Seal)

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name Jonset Corporation dba Sunset Property Services

Business Address 16251 Construction Circle West, Irvine, CA 92606

FAX No. (949) 551-4371 Telephone (949) 551-5151

E-Mail address: CustomerService@SunsetPropertyServices.com

State Contractor's License No. and Class N/A

Original Date Issued N/A Expiration Date N/A

Years this Company has been in the Maintenance Business 54 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:
John D Howhannesian, President - Mission Viejo, CA 92606 (949) 551-5151

Andrea Howhannesian, Secretary - Rancho Santa Margarita, CA 92688 (949) 551-5151

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:
None

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

Sunset Property Services

BY John D Howhannesian
(Print Name)

(Signature)

TITLE President

DATE May 14th, 2021

Continued next page

BIDDER'S NAME: Sunset Property Services

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 Newport Beach

   Address: 100 Civic Center Drive, Newport Beach, CA 92660

   Telephone: (949) 718-3481

   Primary Contact Person/Title: Tom Miller / Maintenance & Operations Supervisor

   Years of service with this Agency: 10 Type of Work: Street/Alleys/Lot Sweeping

   Term of Agreement: 10 Years Expiration Date: Current

2. Agency: City of Irvine

   Address: 6427 Oak Canyon, Irvine, CA 92618-5202

   Telephone: (949) 724-7617

   Primary Contact Person/Title: John Dupont / Street Maintenance Superintendent

   Years of service with this Agency: 6 Type of Work: Street/Lot Sweeping

   Term of Agreement: 5 Years Expiration Date: Current

3. Agency: City of Rancho Santa Margarita

   Address: 22112 El Paseo, Rancho Santa Margarita CA 92688

   Telephone: (949) 635-1805

   Primary Contact Person/Title: Brendan Dugan / Public Works Director/City Engineer

   Years of service with this Agency: 15 Type of Work: Street/Lot Sweeping & Janitorial

   Term of Agreement: 8 Years Expiration Date: Current

Continued next page

BIDDER'S NAME: Sunset Property Services

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

John Howhannesian, 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

John D Howhannesian
Name (print)

President
Title

5-15-21
Date

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 Orange)

On May 15, 2021 before me, Lisa M Gray Notary Public
(insert name and title of the officer)

personally appeared John D Hovhannesian,
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.

LISA M. GRAY
COMM. #2194001
Notary Public - California
Orange County
My Comm. Expires May 23, 2021

NRO1 NRO1

Signature _____ (Seal)

BIDDER'S NAME Sunset Property Services

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

BASE BID

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Arterial Highway and Collector Street Weekly Street Sweeping per Year	Curb mile	4524 (87x52)	25.17	$ 113,869.08
2	Residential Street Twice Monthly Street Sweeping per Year	Curb mile	3024 (126x24)	25.24	$ 76,325.76
3	Monthly Bike Trail Street Sweeping per Year	Monthly	12	246.66	$ 2,959.92
4	Monthly Sidewalk, Stairway, Fire Gate Cleaning per Year	Monthly	12	410.60	$ 4,927.20
5	Monthly Community Center Parking Lot Street Sweeping per Year (3 lots)	Monthly	12	146.07	$ 1,752.84
6	Monthly Cabot Park Parking Lot Street Seeping per Year (1 lot)	Monthly	12	110.71	$ 1,328.52
7	Quarterly two-way left turn Street Sweeping	Quarterly	4	269.42	$ 1,122.90

TOTAL BASE BID IN FIGURES: $202,286.22

TOTAL BASE BID IN WORDS: Two hundred and two thousand two hundred eighty-six DOLLARS

AND twenty-two CENTS

Quantities shown above are estimated. Actual Quantities shall be verified by the City inspector and may be greater or less than the quantities indicated here. The determination of the lowest price bid shall be on the basis of comparison of the Total Base Bid value.

ADDITIONAL SERVICES BID AS NEEDED

ITEM NO.	ITEM	UNIT	UNIT PRICE
8	Hourly Rate for Special Street Sweeping	Hourly	$155.00
9	Hourly Rate for Emergency Street Sweeping	Hourly	$180.00
10	Bus Stop Cleaning (Select locations on a quarterly basis or as directed)	Each	$ 95.00

Continued Next Page

BIDDER'S NAME: Sunset Property Services

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

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.

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 15th day of May, 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 DETERMING 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.

CONTRACTOR NAME: Sunset Property Services

By John D Howhannesian
Print

Signature

President
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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 Orange)

On May 15, 2021 before me, Lisa M Gray, Notary Public
(insert name and title of the officer)

personally appeared John D Howhannesian,
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.

LISA M. GRAY
COMM. #2194001
Notary Public - California
Orange County
My Comm. Expires May 23, 2021

Signature _____ (Seal)

Setting the Standard
Since 1967

June 9, 2021

Mr. Kenneth Rosenfield
Interim City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Supplemental Rate Sheet

Dear Kenneth,

Sunset's approach has always been to meet or exceed the highest quality service while being conscientious of cost savings to benefit the clients we serve. Although we were the lowest qualified bidder in the recent Street Sweeping Bid Proposal dated May 18, 2021, we are willing to offer an option, in consideration of the residents and you, our client.

We are providing an SRS in the event the City allows Sunset access to free tipping fees, estimated at about 200 tons annually, under the franchise hauling agreement. Sunset agrees to reduce the rate by $1.10 per curb mile, subject to reasonable determination of the parties that the currently unknown transfer station location will be within a reasonable distance from the City.

The reduction would save the city an additional $8,378.28 annually or $25,134.84 over the initial three year term.

As always, we will continue to work with you and look for cost saving solutions should you need anything.

Sincerely,

John D Howhannesian

Orange County
16251 Construction
Circle West
Irvine, CA 92606-4412
(949) 551-5151
(949) 551-4371 FAX

EXHIBIT "B"

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

CITYWIDE STREET SWEEPING AND ROADWAY CLEANING

MAINTENANCE SERVICES

DATED: APRIL 19, 2021

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS FOR CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

Issued: April 19, 2021

Bid Opening: May 18, 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 STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:

April 19, 2021

Kenneth H. Rosenfield, P.E.
Interim City Manager/Public Services Director
R.C.E. No. 33496
Expires 6/30/22

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning 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 18th day of May 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, "**CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 all-inclusive citywide street sweeping and roadway cleaning maintenance services, including, but not limited to, routine weekly street sweeping and cleaning of arterial highway and collector streets, twice monthly street sweeping and cleaning of residential streets, monthly street sweeping and cleaning of specified parking lots, sidewalks, stairs, fire gates, and bike trails, quarterly sweeping of specified two way left turn lines and as directed cleaning of specified bus stops (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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement which includes the following provision regarding Prevailing Wages: "Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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 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."

Work or services that are considered to be cleaning, custodial, and janitorial in nature are not Public Works as defined in the State of California Labor Code, therefore such work or services shall not be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). However, as may be applicable, 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.

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for an additional $10.00 (ten dollars) per set, or call for express delivery rates. 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 19th day of April 2021.

CITY OF LAGUNA HILLS, CALIFORNIA

MELISSA AU-YEUNG, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICESAGREEMENT

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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning Maintenance Services such that the Contractor shall begin work at 12:01 AM on July 1, 2021, for the term as set forth in the Draft Citywide Street Sweeping and Roadway Cleaning 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

GENERAL PROVISIONS
FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Street Sweeping and Roadway Cleaning 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 the monthly Street Sweeping and Roadway Cleaning maintenance services as shown on the Bid Schedule of all designated City streets and facilities as described herein in the Scope of Work and shown in Appendix II, to include routine weekly street sweeping and cleaning of arterial highway and collector streets, twice monthly street sweeping and cleaning of residential streets, monthly street sweeping and cleaning of specified parking lots, sidewalks, stairs, fire gates, and bike trails, quarterly sweeping of specified two way left turn lines and as directed cleaning of specified bus stops, special street sweeping hourly rates and emergency street sweeping hourly rates. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all-inclusive citywide street sweeping and roadway cleaning maintenance services, including, but not limited to, routine weekly street sweeping and cleaning of arterial highway and collector streets, twice monthly street sweeping and cleaning of residential streets, monthly street sweeping and cleaning of specified parking lots, sidewalks, stairs, fire gates, and bike trails, quarterly sweeping of specified two way left turn lines and as directed cleaning of specified bus stops. Bidder is solely responsible for satisfying themselves as to the full scope of the street sweeping and roadway cleaning maintenance services.

In addition to the unit prices for routine monthly street sweeping and roadway cleaning maintenance services, Bidder shall provide unit prices for work as specified for use in determining compensation for as specified bus stop cleaning and hourly rates for Special Street Sweeping and for Emergency Street Sweeping, as each are defined in the Scope of Work.

4. AWARD OF CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning 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 Street Sweeping and Roadway Cleaning 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, with services commencing at 12:01 AM on July 1, 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 contracted monthly amount for monthly routine street sweeping and roadway cleaning maintenance for the price proposed and, separately, for any special street sweeping, emergency street sweeping and bus stop cleaning as preauthorized by City. 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 STREET SWEEPING AND ROADWAY MAINTENANCE

Routine Street Sweeping and Roadway Cleaning Maintenance Services shall consist of as identified for the street sweeping and roadway cleaning maintenance services locations (see Appendix II) and as further defined in the Scope of Work herein. Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the unit price bid for routine monthly street sweeping and roadway cleaning 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 monthly routine work shall include, but not be limited to, the following:

Weekly street sweeping and cleaning of arterial highway and collector streets, twice monthly street sweeping and cleaning of residential streets, monthly street sweeping and cleaning of specified parking lots, sidewalks, stairs, fire gates, and bike trails, quarterly sweeping of specified two way left turn lines and as directed cleaning of specified bus stops.

8. SPECIAL STREET SWEEPING

Occasional sweeping required by Contractor shall include add-on scheduled and non-scheduled street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City not included in routine/scheduled sweeping. Special sweeping occurs during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Invoicing for special sweeping shall be based upon an hourly rate with travel time included to and from nearest sweeper's location in accordance with the approved fee schedule and no additional compensation will be allowed therefore. The street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location of Special Sweeping as designated. Contractor's response time shall not exceed two (2) hours once contact has been made to Contractor's office or field personnel by City staff. Scheduled sweeping will resume once Special Sweeping has been completed. Contractor will contact City personnel when Special Sweeping has been completed so location may be inspected and verified for cleanliness.. The following procedure will govern such extraordinary work.

1. Special Street Sweeping shall not be initiated without written authorization.

2. 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 authorization.

3. Special Street Sweeping shall only include work not included in the routine monthly street sweeping and roadway cleaning maintenance work as defined herein.

4. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for special street sweeping and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. EMERGENCY STREET SWEEPING

Emergency work shall be work associated with a Contractor 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 for street sweeping. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and initiate the street sweeping and roadway cleaning until it is satisfactorily completed. 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.

10. PREVAILING WAGES

The selected company/Contractor shall enter into the City's Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement which includes the following provision regarding Prevailing Wages: "Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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 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."

Work or services that are considered to be cleaning, custodial, and janitorial in nature are not Public Works as defined in the State of California Labor Code, therefore such work or services shall not be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). However, as may be applicable, 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.

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.

12. EMERGENCY 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.

13. 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.

14. DRESS CODE AND APPEARANCE

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 street sweeping and roadway cleaning 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 Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

15. 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.

16. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any area subject to street sweeping and roadway cleaning. If such alterations affect the provision of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

17. CITY LIAISON

The City representative and the Contractor's Supervisor will meet on a monthly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of street sweeping and roadway cleaning maintenance.

18. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the Special Provisions in Appendix II. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

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 OF OPERATIONS/HOLIDAYS

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 Street Sweeping Schedule Chart describing maintenance 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 maintenance operations.

21. REPORTS AND SCHEDULES

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 monthly street sweeping and roadway cleaning and any recommendations to resolve areas not able to be swept as scheduled.

2. Reports of work planned in the next 30-day period.

3. Any proposals in response to City issued requests.

4. Any emergency work response in the previous 30-day period.

22. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor of street sweeping operators to assure performance of the specified routine monthly street sweeping and roadway cleaning maintenance services are completed in accordance with these specifications. All street sweeping operators shall be licensed to operate their vehicles and certified, as applicable, in their respective qualifications by an independent agency sufficient to competently perform their work.

23. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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.

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.

26. CONSTRUCTION EQUIPMENT

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.

27. 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.

28. NOISE CONTROL REQUIREMENTS

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 producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.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.

29. WATER QUALITY AND CONSERVATION

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.

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CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning 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 the following Bid Proposal pages.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING 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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Street Sweeping and Roadway Cleaning Maintenance Services Agreement for a period commencing on July 1, 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 STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

BASE BID

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Arterial Highway and Collector Street Weekly Street Sweeping per Year	Curb mile	4524 (87x52)		
2	Residential Street Twice Monthly Street Sweeping per Year	Curb mile	3024 (126x24)		
3	Monthly Bike Trail Street Sweeping per Year	Monthly	12		
4	Monthly Sidewalk, Stairway, Fire Gate Cleaning per Year	Monthly	12		
5	Monthly Community Center Parking Lot Street Sweeping per Year (3 lots)	Monthly	12		
6	Monthly Cabot Park Parking Lot Street Seeping per Year (1 lot)	Monthly	12		
7	Quarterly two-way left turn Street Sweeping	Quarterly	4		

TOTAL BASE BID IN FIGURES: $_____

TOTAL BASE BID IN WORDS: _____DOLLARS

AND _____CENTS

Quantities shown above are estimated. Actual Quantities shall be verified by the City inspector and may be greater or less than the quantities indicated here. The determination of the lowest price bid shall be on the basis of comparison of the Total Base Bid value.

ADDITIONAL SERVICES BID AS NEEDED

ITEM NO.	ITEM	UNIT	UNIT PRICE
8	Hourly Rate for Special Street Sweeping	Hourly	
9	Hourly Rate for Emergency Street Sweeping	Hourly	
10	Bus Stop Cleaning (Select locations on a quarterly basis or as directed)	Each	

Continued Next Page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

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.

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 DETERMING 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.

CONTRACTOR NAME: _____

By _____
Print

_____
Signature

_____
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SCOPE OF WORK
CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES

SCOPE OF WORK

Section A - Objectives

Primary objectives of the street sweeping and roadway cleaning maintenance program are to:

- Establish and adhere to a regular schedule of performance for the twice monthly sweeping of approximately 126 curb miles of residential streets, weekly sweeping of 87 curb miles of arterial highways and collector streets, including median curbs, monthly cleaning of specified sidewalks, stairway, bike paths, and parking lots and quarterly sweeping of specified two-way left turn lanes. The Contractor and the City will conduct mileage verification as needed and the Contractor will be compensated for the actual curb mileage swept. Contractor to provide City access to live and stored data of GIS tracking of sweep vehicles as further defined herein.

- Clean up to 10 Bus Stop locations on a quarterly or assigned basis to include up to 40 linear feet of sidewalk at each bus stop, up to two bus benches, up to two trash receptacles and shelter structures, if any. Service will consist of pressure washing the above described facilities and the immediate surrounding area to remove all stains, graffiti, debris, and litter. Service does not include emptying the trash receptacles. All water utilized in pressure washing shall be recaptured and disposed of properly. All services shall occur between 10:00 pm and 6:00 am and be completed by 6:00 AM on the day scheduled.

- Maintain gutter flow lines in streets free of debris for free flow of water.

- Maintain a state of cleanliness for road and pedestrian safety acceptable to the City.

- Meet California Air Resources Board Truck Compliance Requirements and those of the Air Quality Management District (AQMD) in effect as of the date of this procurement.

- Meet San Diego Regional Water Quality Control Board (SDRWQCB) and the Santa Ana Regional Water Quality Control Board (SARWQCB) MS4 Permit requirements to reduce pollutants. The City utilizes street sweeping as a method of preventing urban pollutants (i.e. sediment, trash, debris, leaves) from entering the City's Storm Drain System and the Contractor's performance is an integral part of meeting this requirement.

- Monthly reporting of debris type and quantity removals.

Section B - Definitions

1. Definition of Terms

a. Agreement/Contract

"Agreement" and "Contract" are used interchangeably and shall mean the Sample Draft Citywide Street Sweeping and Roadway Cleaning Maintenance Services Agreement, subject to change upon final, attached hereto and incorporated herein as Appendix I.

b. City

"City" or "Agency" shall mean the City of Laguna Hills, California, its officers, employees, or representatives. The Director of Public Services shall serve as the primary point of contact on behalf of the City.

c. Contractor

"Contractor" shall mean the bidder, person, company, corporation, vendor or partnership, its officers, employees or representatives performing Street Sweeping Maintenance Services under contract with the City.

d. Curb Mile

"Curb Mile" shall equal 5,280 feet, by length, and is the measurement used to determine compensation under this contract for street sweeping. Compensation Curb Mile value shall be rounded to the nearest whole mile.

e. Debris

"Debris" shall mean all litter, rubbish, leaves, sand, dirt, silt, garbage, obstructions, and all other foreign material to be removed from paved streets with a street sweeper.

f. May

"May" shall be permissive.

g. Shall

"Shall" shall be mandatory.

h. Streets

"Streets" shall mean all paved, dedicated public rights-of-way within the existing or future corporate limits of the City of Laguna Hills.

i. Street Sweeping

"Street Sweeping" shall mean the regularly scheduled removal, by combination vacuum/broom street sweepers, of all debris from all portions of listed City streets, including but not limited to street intersections, the areas adjacent to curbs and raised medians, left-turn pockets between painted center striped medians of arterial streets, bullnoses, dead spots and cross-gutters, sidewalks, fire gates, stairways, bike paths and park parking lots. Note that specified two-way left turn lanes shall be cleaned by street sweeper on a quarterly basis. Some locations may require curb-to-curb sweeping which shall be included in the same curb mile price for the parallel roadway curb length.

j. Sweepings

"Sweepings" shall mean all debris removed from streets, by street sweeping vehicles, equipment, and tools.

2. Term

The Initial Term of this Agreement shall be in effect from July 1, 2021, through June 30, 2026, as more particularly defined in the Agreement.

3. Services Requested

Services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified for Street Sweeping and Roadway Cleaning Maintenance Services. Contractor shall provide his own yard for parking, maintenance, and storage of all equipment outside the City of Laguna Hills.

4. Water

Contractor shall furnish all water required for performance of the specifications by first making arrangements with the various governing water districts and shall pay all fees and comply with all requirements thereof. Contractor acknowledges that all sweepers are equipped with, and all drivers instructed in, the proper use of approved hydrant wrenches and anti-surge/eddy valves. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's conditions and location to the governing water district with twenty-four (24) hours.

5. Routine/Scheduled Sweeping and Cleaning

The regular, recurring sweeping of all arterial, collector, and residential streets on the current mileage inventory. Street sweeping of all streets shall be done in accordance with the Street Sweeping Schedule and Maps in Appendix II. Sweeping shall be performed weekly on arterial highways and specified collector streets (Monday through Friday) and bi-monthly on local streets as defined by City (Monday through Friday). Local street sweeping shall follow the waste (trash) pick-up schedule by one day, shall be on consistent scheduled days each month during the second and fourth week of every month, and shall not occur before 8:00 a.m. Arterial highway and specified collector sweeping may occur in the early morning hours except when noise

complaints require a later start time or as otherwise referenced in Appendix II. Contractor shall adjust start times of sweeping as directed without a change in compensation. No sweeping shall occur during peak traffic hours of 6:00 AM to 9:00 AM or 4:00 PM to 7:00 PM.

Streets designated by City as "no parking during sweeping hours" shall be swept by Contractor during routine/scheduled sweeping within the specified and posted No Parking four hour block of time. Sweeping of these streets shall be initiated by Contractor within two hours of the beginning of the specified and posted No Parking hours and shall be fully completed before the end of said hours.

Street Sweeping and Cleaning includes, but is not limited to, as designated sidewalk cleaning, stairway cleaning, fire gate cleaning, bike trail cleaning, dead spot cleaning, park parking lot cleaning and related cleaning of sites so designated in Appendix II. Light duty street sweepers shall be necessary for some of these locations to avoid pavement damages that can occur with street based street sweepers.

6. Special Sweeping

Occasional sweeping required by Contractor shall include add-on scheduled and non-scheduled street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City not included in routine/scheduled sweeping. Special sweeping occurs during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Invoicing for special sweeping shall be based upon an hourly rate with travel time included to and from nearest sweeper's location in accordance with the approved fee schedule and no additional compensation will be allowed therefore. The street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location of Special Sweeping as designated. Contractor's response time shall not exceed two (2) hours once contact has been made to Contractor's office or field personnel by City staff. Scheduled sweeping will resume once Special Sweeping has been completed. Contractor will contact City personnel when Special Sweeping has been completed so location may be inspected and verified for cleanliness.

7. Emergency Sweeping

Occasional sweeping required by Contractor to include non-hazardous spills, accident clean-ups, and unusual conditions which would require non-scheduled, after-hours, weekend, or holiday responses. Responses to City-requested field location emergency sweeping shall be within two (2) hours of notification by City. Contractor shall provide City with name and toll-free telephone number of contact persons for after-hours emergency sweeping. Emergency sweeping is between the hours of 5:00 p.m. and 8:00 a.m. weekdays or anytime on weekends/holidays. Invoicing for emergency sweeping is based on an hourly rate with travel time included to and from nearest sweeper's location in accordance with the approved fee schedule and no additional compensation will be allowed therefore.

a. Response to Emergency Services

Contractor shall return a call, in response to contact, to City or Orange County Sheriff's Dispatch (whichever initiated contact for emergency response) within fifteen (15) minutes of notification in order to receive instructions.

b. Emergency Response Time

Contractor shall have manpower, equipment, and materials at designated location within two (2) hours from the time of work need notification. By submitting a Bid Proposal, the Contractor commits to being able to provide manpower and equipment on Saturdays, Sundays, holidays, and overtime, when requested.

8. Re-sweeping

Re-sweepings are those required of the Contractor when, after inspection by the City, the work effort is deemed to not have met the stated performance standards, or when a street or section has been missed during the routine/scheduled street sweeping. Re-sweepings are completed at the expense of the Contractor. Contractor shall notify City representative when re-sweepings are scheduled and upon completion. No additional compensation will be allowed for the cost of re-sweeping.

a. Response to re-sweepings shall be within twenty-four (24) hours after being notified by City representative.

b. High profile and safety-related residential re-sweepings, as solely determined by City, shall be completed prior to 4:30 p.m. the same day Contractor was notified by City representative.

c. Arterial re-sweeps shall be completed prior to 7:00 a.m. the following day after contact by City representative. High profile and safety-related arterial re-sweeping, as solely determined by City, shall be completed prior to 4:30 p.m. the same day Contractor was notified by City representative. Evening sweeping may be permitted at the sole discretion of the City.

Section C – Standards of Performance

1. Sweeping Practices and Standards of Performance

a. Areas of Street

Areas of street to be cleaned by sweeping shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised median islands, over all portions of painted median islands, painted left- and right-turn pockets, and all intersection cross-gutters. Noses or ends of curbed median islands, arterial intersection turn pockets, arterial intersection center areas and dead spots are to be maintained on the same frequency as the median island or intersection for which they are associated and included in the curb mile price for the parallel roadway section. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and be

free of debris on scheduled arterial sweeping days. Excluded from areas to be swept are those that would cause damage to the equipment used. While Contractor is normally responsible for the 8' strip (sweeper width), curb-to-curb sweeping, an additional width of street may need to be swept at some locations due to unforeseen circumstances and shall be included within the curb mile price.

b. Flow of Traffic

Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

c. Water

Water shall be used during all sweeping operations to minimize dust except when requested by City staff. Water costs shall be borne by the Contractor. Contractor shall demonstrate approval from the governing water district allowing access to the water supply.

d. Warning Devices

Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360° or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for all arterial and bike lane sweepers.

e. Sweeping Speed Performance

Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 mph). City streets swept while driver exceeds eight miles per (8 mph) will be re-swept in their entirety at Contractor's expense.

Contractor shall not allow any debris to enter storm drain inlets (catch basins) as a result of any of their operations. At the location of City catch basins that are equipped with debris shields, grates, or gates, the sweeping operation shall pause by reducing speed to one mile per hour (1 mph) to pick up all collected debris in front of and entwined within the debris shields, grates, or gates.

Contractor's drivers of street sweepers shall maintain good safety and driving records, use extreme caution during street sweeping and always yield to the public.

f. Extra Effort

Sweeping shall normally consist of a single pass over an area. However, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris such as accumulations of silt, compacted dirt, leaves, and similar debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and stormy weather. Extra effort shall include the driver manually removing

the debris with shovel or other implement as may be necessary. The cost for any extra effort shall be included in the bid proposal cost per curb mile.

g. Obstructions

Non-swept or non-sweepable items such as tree limbs, palm fronds, or large quantities of rocks, silt, mud, trash, and debris shall be removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical and/or horizontal clearance by low hanging tree limbs, construction or landscape contractor debris, etc. shall be immediately reported to City when the location cannot be swept. Contractor may go around homeowner landscaping debris or construction debris only when all of the following conditions are met.

1) Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.

2) Contractor notifies City within twenty-four (24) hours. Contractor is not responsible for areas missed because of parked vehicles and other personal property.

h. Level of Cleanliness

Contractor shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical/vacuum street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps by action of the sweeper will require additional passes by the sweeper operator. If debris cannot be re-swept, the driver/sweeping contractor will be responsible for manual clean-up. Clean-up will be completed at time of occurrence at Contractor's expense.

i. Notification of Non-Sweeping

Contractor shall provide City representative on a daily basis (when applicable) with a list of all streets not swept when the routine/scheduled sweeping schedule is interrupted for any reason and shall deduct said street from the sweeping billing for that day. Contractor shall provide a list of non-sweepable streets to the City by FAX to (949) 707-2633 or via email, as directed, at the end of the workday. The City shall notify the Contractor by phone of anticipated non-sweeping conditions due to inclement weather. The City's notification shall be made by 3:00 pm the day before the cancelled sweeping day and that non-sweep day will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval.

j. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance to the City's standards of cleanliness.

Section D - Equipment

1. Equipment Requirements

The quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and an absolute minimum of two (2) primary sweepers and one (1) back-up sweeper shall be available. Primary sweepers shall be a combination vacuum/broom function within the same unit. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of a breakdown of primary sweepers. A total of at least three (3) sweepers shall be available to perform street sweeping services. Equipment shall be identified in the Bid Proposal where indicated.

Combination vacuum/broom or vacuum type sweepers shall be used for the routine/scheduled sweeping of residential streets and arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb mile cost. All equipment used by Contractor for the City shall meet City requirements and specifications. Contractor shall provide effective pollutant and/or debris removal (i.e. sediment, trash, leaves, debris, metals, oil, and grease). All equipment shall be kept in "like-new" condition. The primary sweeper shall be no more than three (3) years old at the beginning of the contract and all other sweeper equipment shall not be more than five (5) years old at the beginning of this contract. All equipment used shall be in compliance with requirements for Trucks as promulgated by the California Air Resources Board and the South Coast Air Quality Management District in addition to any other State and Federal Regulations in effect as of the date of this procurement.

Equipment used to clean specified sidewalks, bike paths, and parking lots shall be a combination of air blowers to clean areas not readily accessible by vehicles plus light duty sweepers meeting all regulations and specifications included herein and that will not unduly load the pavement surfaces causing distress and damage. Contractor shall bear all costs for the repair of damages to pavements and facilities resultant from their operations. Hand carried backpack air blowers shall be utilized to transport sidewalk and bike trail debris to the curb line ahead of and for pick up by the vacuum/broom sweeper equipment. Battery operated backpack air blowers are encouraged. Areas of parking lots not reachable by the sweeper equipment shall first be blown clean by use of the hand carried backpack air blowers, as needed. Backpack air blowers shall be muffled to reduce ambient noise to the maximum extent possible.

2. Recording of Debris/Recording of Operations

All debris collected by sweeping equipment shall be recorded on a daily basis. All sweeping equipment and vehicles shall be equipped with GPS tracking devices. The GPS tracking system must be capable of recording the date and time, speed, operational status of the vacuum, broom and sprayer at intervals of no more than every three minutes while operating within City limits. The contractor shall provide the City with instant access to live GPS tracking and stored data. The GPS data shall be stored for no less than ninety days and be available to City during that

time. On a monthly basis, Contractor shall provide documentation of each sweeper equipment operations including streets swept, curb miles swept, speed while sweeping, quantity of debris collected, operator name, gallons of water used, locations that sweeping did not occur, and receipts for diversion of the waste. Monthly payment to the Contractor will be withheld until submission of this data in a form satisfactory to City is received.

3. Equipment Identification

All vehicles shall have safety features, shall be painted a uniform color, shall bear the City of Laguna Hills seal as provided by the City, and shall bear legible letters stating the Contractor's name and the following wording on both cab doors:

"Contracted to serve the City of Laguna Hills"
"Information (949) 707-2650"

The City seal shall only be displayed when the sweeper is physically within the City boundaries of the City of Laguna Hills. The City will provide magnetic backed seals, two each per vehicle, for this purpose at no charge. However, any seals lost by Contractor for any reason will be replaced at a cost to the Contractor of $100.00 per seal, deducted from monthly payments. City seals faded shall be replaced at no cost and all seals shall be returned at the termination of this Agreement.

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. Contractor is required to utilize vacuum/regenerative air or combination vacuum/broom (BAH) type municipal sweepers for this Contract. Alternative street sweepers will be considered if capable of meeting City requirements and standards. The type used in specific areas will be at the discretion of the City providing performance standards are met. The City maintains final determination of equipment adequacy. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times meeting the standards of ANSI/SEI 107-2015 Class II.

Equipment used to clean specified sidewalks, bike paths, and parking lots shall be a combination of air blowers to clean areas not readily accessible by vehicles plus light duty sweepers meeting all regulations included herein and that will not unduly load the pavement surfaces causing distress and damage. Contractor shall bear all costs for the repair of damages to pavements and facilities resultant from their operations.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall

be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State of California Department of Motor Vehicles, CAL-OSHA, and all other applicable codes of Federal, State, County and City.

Section E - Schedule

1. Scheduling Requirements

Contractor shall follow the sweeping schedule of residential and arterial streets as provided by City. See Appendix II. Subject to City approval, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to elementary schools during times of least traffic and parked vehicles. Contractor shall conform to sweeping schedules as noted on maps and logs pre-approved by the City. No changes in sweeping schedules will be allowed without the approval of the City. Contractor shall complete all sweeping per schedule; mechanical failures or personnel shortage shall not be acceptable reasons for failure to comply. See Section B, paragraphs 5, 6, and 7 for additional requirements.

2. Hours and Days

All sweeping is to be done Monday through Friday except on City-observed holidays and holidays observed by the City's franchised waste hauler. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays observed by the City and/or the City's franchised waste hauler. Saturday street sweeping shall be billed at the regular curb mile cost for arterial and residential areas without additional compensation.

a. Street sweeping of **residential** streets shall occur on a twice per month basis Monday through Friday, 7:30 a.m. to 5:30 p.m. in accordance with the City's street sweeping maps and logs. Regardless of these hours, streets (residential or arterial) with posted "No Parking during hours and days of Street Sweeping" shall be swept within the four-hour time block allowed on the signs.

b. **Residential** street sweeping shall be performed one (1) day after trash collection day. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth day of sweeping on the Saturday following the holiday. Streets posted with no parking signs for street sweeping shall be swept on the posted day unless it falls on a City-recognized holiday.

c. Street sweeping for **arterial** streets shall occur on a weekly basis Monday through Friday, 8:00 p.m. to 6:00 a.m. in accordance with the City's street sweeping schedule maps and logs. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth (5^{th}) day of sweeping on the Saturday following the holiday at no additional cost.

d. Contractor shall respond to after-hour emergencies within one (1) hour of contact by City personnel. Contractor will provide telephone number(s) of contact personnel for after-hour emergencies between 5:00 p.m. and 8:00 a.m. and maintain an emergency call-out list. All changes to the emergency call-out list shall be submitted to the City immediately.

e. All extra non-scheduled residential and non-scheduled arterial street sweeping work shall be performed in accordance with Section A-6 "Special Street-sweeping" and Section A-7 "Emergency Sweeping".

f. Streets with certain residential areas or adjacent to apartments, condominiums or other areas where all-night street parking is prevalent shall be swept after 9:00 a.m.

g. Bike trail, sidewalk, stairway and fire gate shall be swept after 9:00 am.

h. Sweeping of the Community Center Park parking lots shall be completed before 8:00 a.m.

i. Sweepin of Cabot Park parking lot shall be swept between 7:00 a.m. and 9:00 a.m.

j. Bus stops shall be cleaned after 7:00 p.m.

3. Inclement Weather/Holiday/Cancelled Sweeping

Routine/scheduled sweeping shall not be canceled for inclement weather by the Contractor without approval of the Director of Public Services or his designee. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. will be observed before a scheduled residential sweep will be canceled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. The City will communicate via phone or email the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the routine/scheduled sweeping.

During a holiday that interrupts the normal waste (trash) pick-up as established by the City's franchised waste hauler, Contractor shall coordinate with the waste hauler (currently CR&R, P.O. Box 1100, San Juan Capistrano, CA 92693, (949) 728-0446) to adjust the routine/scheduled sweeping schedule to a holiday schedule of one day after the waste pick-up day for the entire week affected, except, should the sweeping day then fall on a Sunday, the sweeping will be added to the immediately following Monday sweeping schedule.

In the case of cancelled or missed sweeping for any reason, including as directed by City due to construction projects or special events, Contractor shall credit City the pro-rata cost of that service not provided on the next monthly billing by reducing the monthly billing.

Section F - Disposal

1. Disposal of Debris

Contractor shall dispose of all material collected by his sweeping operations by hauling to the closest Material Recovery Facility (MRF)/Green Waste Diversion Facility. The cost of disposal shall be included in the bid proposal cost per curb mile. A report of all material collected shall be submitted monthly to the City. The report should include, but not be limited to, the following: hauler name, contact phone number, MRF name, material type (if more than one material type, list each material type on a separate line), tons collected per month, tons diverted, and tons disposed. A total breakdown (in tons) shall be provided to the City for each Fiscal Year (July 1 through June 30) for each of the following materials:

- Soil
- Leaves
- Trash/Debris
- Other

Section G - Inspections

1. Inspections and Handling of Deficiencies

Inspections will be performed by City on a regular basis as well as spot checks and in response to complaints. Contractor shall meet monthly, within the maintained areas, with an authorized representative of the City for a drive through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. In addition, drive-through interim inspections may be required by the City. Any correction work required as a result of a monthly inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City within 24 hours of the notification of the deficiencies.

2. Complaints

The City shall receive and process citizen service requests and complaints. City will notify Contractor of corrections and any re-sweeping required following complaints. Citizen complaints will be forwarded to the Contractor and the frequency of such complaints will be noted in any subsequent unsatisfactory reports which may be filed against the Contractor.

In the event that the results of a sweeping are considered unsatisfactory, City will notify Contractor of location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its expense within the time limits specified in Section B, Paragraph 8.

3. Failure to Perform

The City reserves the right to withhold payment for missed, incomplete, or unsatisfactory sweeping performance. This clause may also be used to enforce transfer site clean-up/maintenance, slow Contractor response time, and delays in special and emergency sweeping response.

4. Public Convenience and Safety

Contractor shall conduct sweeping services to interfere as little as possible with public travel, whether vehicular or pedestrian, and shall obey all traffic regulations and the California Vehicle Code. Contractor operations shall always yield to public traffic. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them.

5. Traffic Counters

The Contractor is cautioned that, at various times and locations, the City or other parties may install temporary portable traffic counting equipment of the type which is activated by rubber hoses placed across the roadway. Contractor shall not damage this equipment and shall bear the full cost of any replacement costs, if so damaged.

Section H - Changes

1. Changes

The City may at any time, by written order, direct that changes or extras be made in the scope, specifications or route schedule.

2. Additions/Deletions in Mileage

Additions and/or deletions to the mileage inventory or maps may be made as the City accepts new areas and/or relinquishes areas currently swept. Upon written notification to add/delete, Contractor shall be required to accurately measure the curb mileage/linear footage and submit a written detail of the addition/deletion for approval. Upon approval, a written change order will be issued stating the effective date of the change as more particularly defined in the Agreement.

3. Precedent

In case of conflict between this document, including but not limited to, Specifications, Requirements, Scope of Work, Agreement, the Agreement shall take precedence as more particularly defined therein.

Section I - Communications

1. Communications

Contractor shall maintain an office staff reachable by phone within the 949, or toll free area codes, from 7:00 a.m. to 5:00 p.m., Monday through Friday, except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by two-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call

origination (5:00 p.m. to 7:00 a.m.) to be used in emergency/after-hour call-outs as specified in Section B, 6. Special Sweeping and Section B, 7. Emergency Sweeping.

Section J - Compensation

1. Compensation

Payment will be made monthly on the basis of road curb miles swept times the amount proposed per curb line mile for each category of road swept plus the monthly cleaning services identified in the Bid Proposal as further and more particularly defined in the Agreement.

For all of the services which the Contractor is obligated to perform under the terms of the Agreement, the City shall pay to the Contractor once each month a sum equal to the amount specified in the Bid Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. The detailed invoice shall consist of the dates of service and the type of service performed per the Bid Proposal. The contractor shall include a detailed schedule for the following month with the invoice. The City reserves the right to withhold payment until all of the above criteria are met. City, upon receipt and approval of an accepted invoice, will make payment within 30 days of receipt of invoice.

a. Method of Payment for Extra Work

The Contractor shall present to the City an itemized list of all extra work on a separate monthly invoice for extraordinary maintenance work performed during the previous month. The City shall compensate Contractor within thirty (30) days of receipt of an itemized monthly invoice. The City shall compensate Contractor for such maintenance beyond the scope of routine maintenance according to the hourly rate listed in the fee schedule.

b. Invoicing

Contractor shall submit an invoice for service performed. Scheduled sweeping and special sweeps shall be submitted on separate invoices, mailed or delivered to:

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Payment shall be made in accordance with the provisions of the Agreement.

APPENDIX I

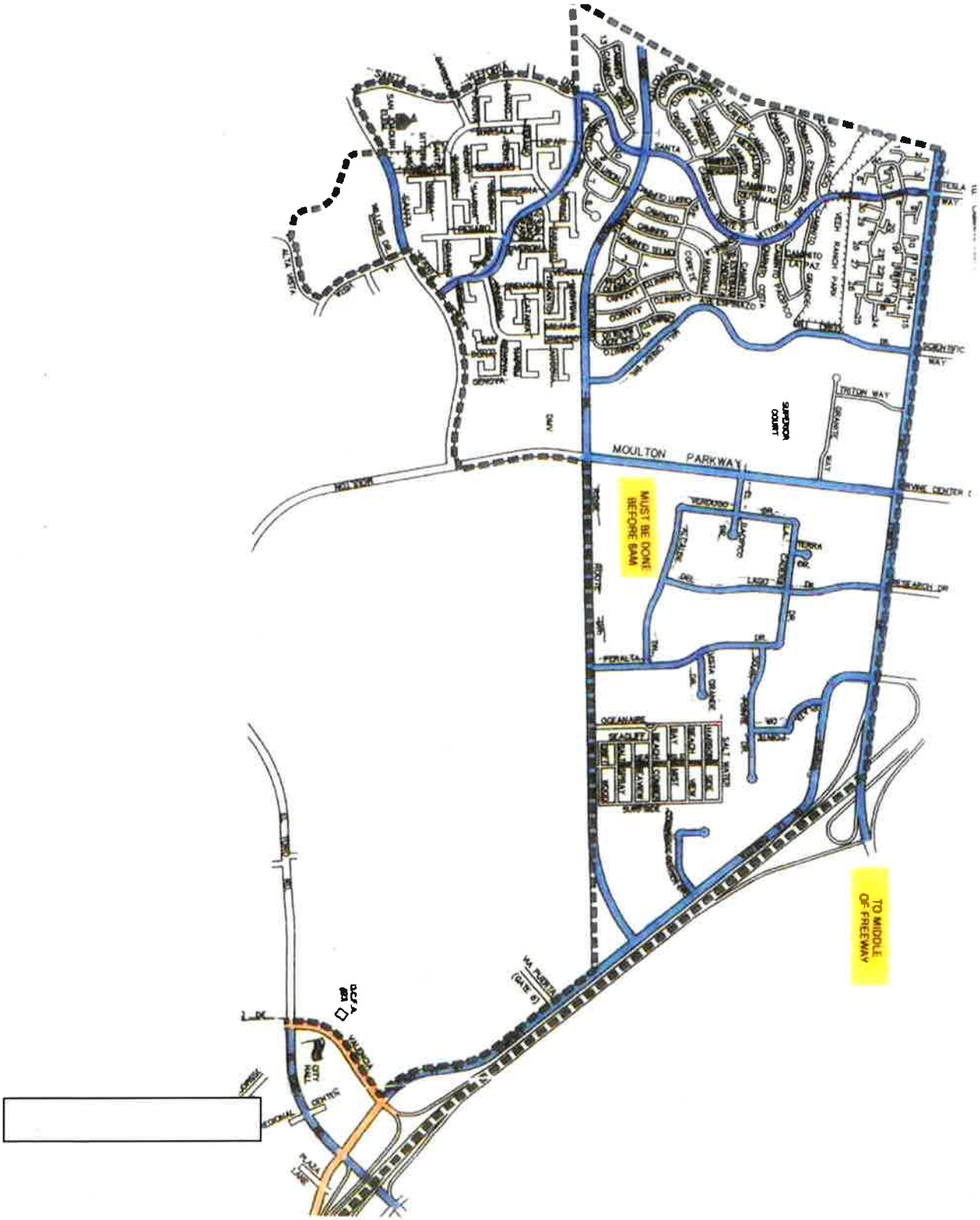
DRAFT CITYWIDE STREET SWEEPING AND ROADWAY CLEANING MAINTENANCE SERVICES AGREEMENT

APPENDIX II

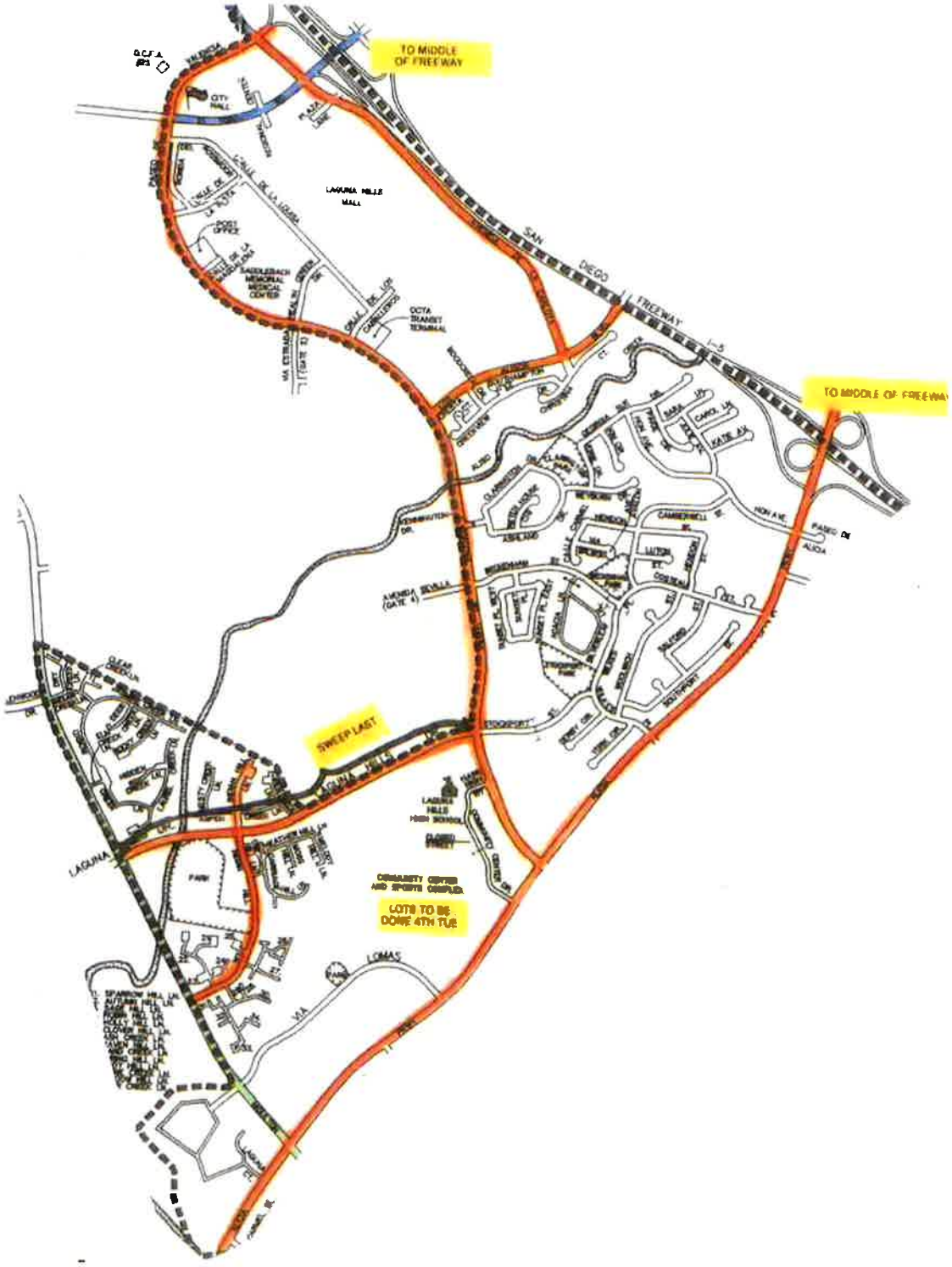
MAPS AND LOCATION LISTS

1. ARTERIAL MAPS / RESIDENTIAL MAPS
2. POSTED NO PARKING DURING STREET SWEEPING MAPS AND LIST
3. BIKE TRAIL LIST
4. SIDEWALK LIST
5. SWEEPING MILEAGES
6. BUS STOP LOCATIONS

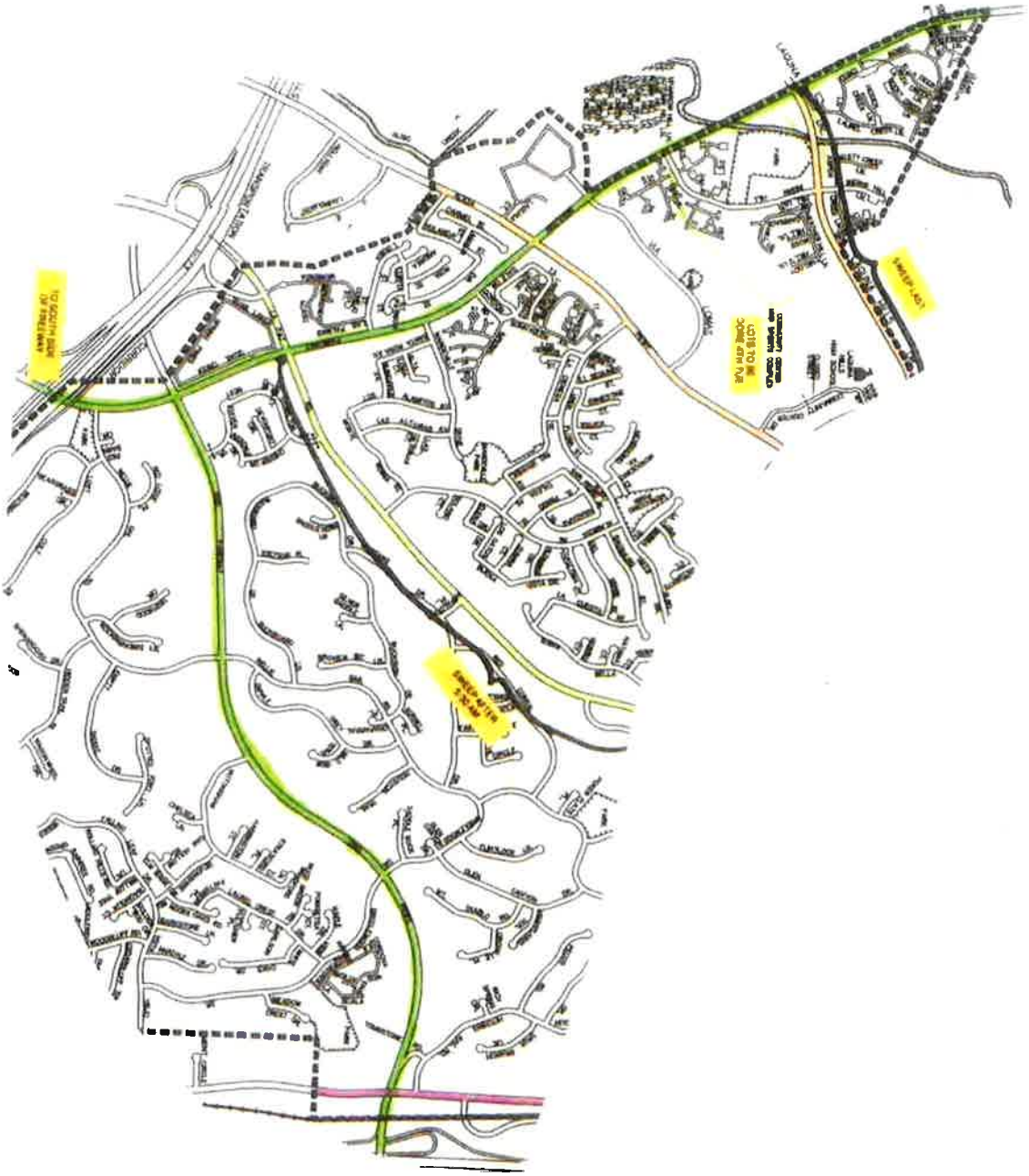
CITY OF LAGUNA HILLS
SAMPLE SCHEDULE BY MAP – ARTERIALS
MONDAY



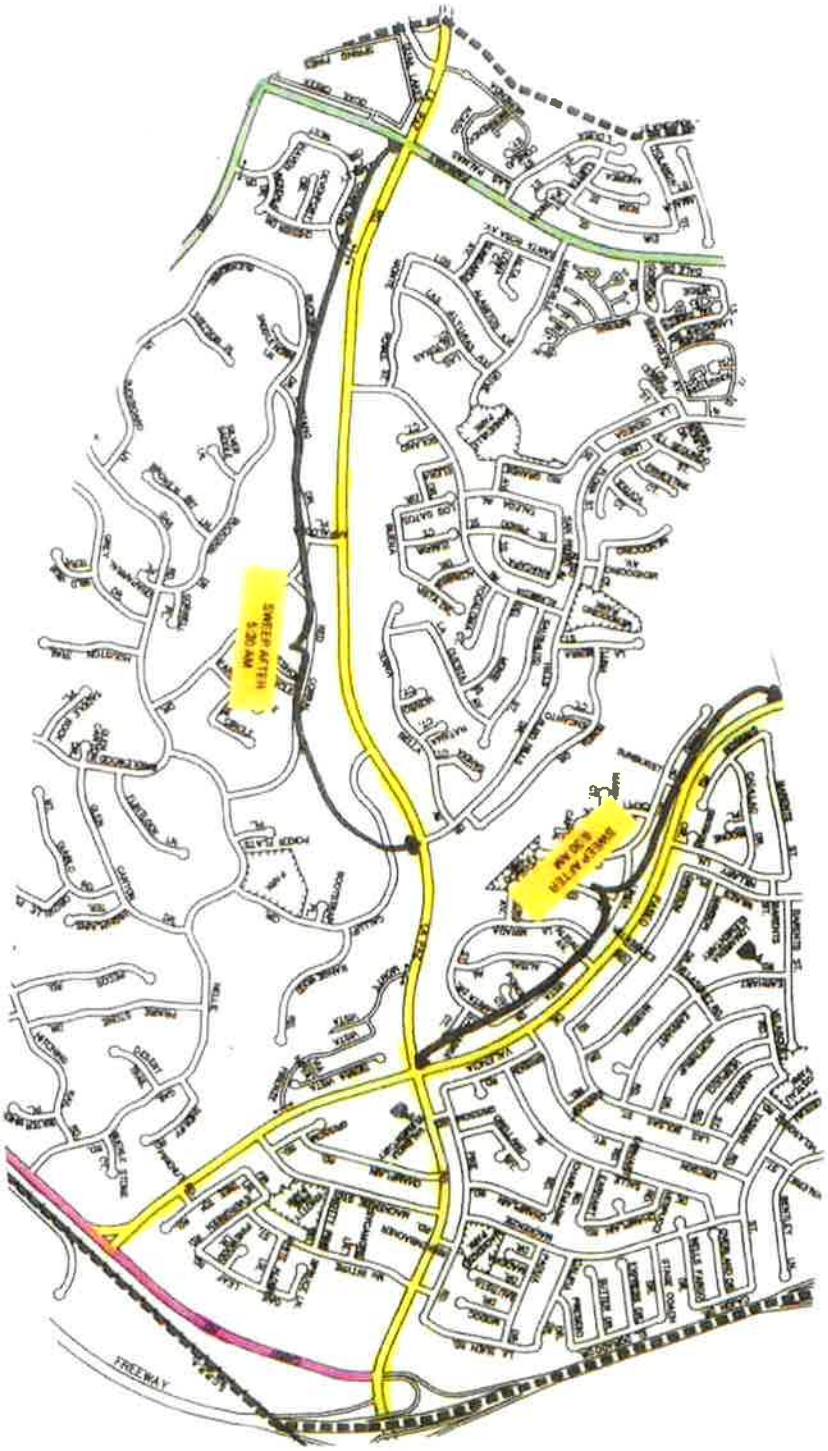
CITY OF LAGUNA HILLS
ARTERIALS CONTINUED
TUESDAY



CITY OF LAGUNA HILLS
ARTERIALS CONTINUED
WEDNESDAY

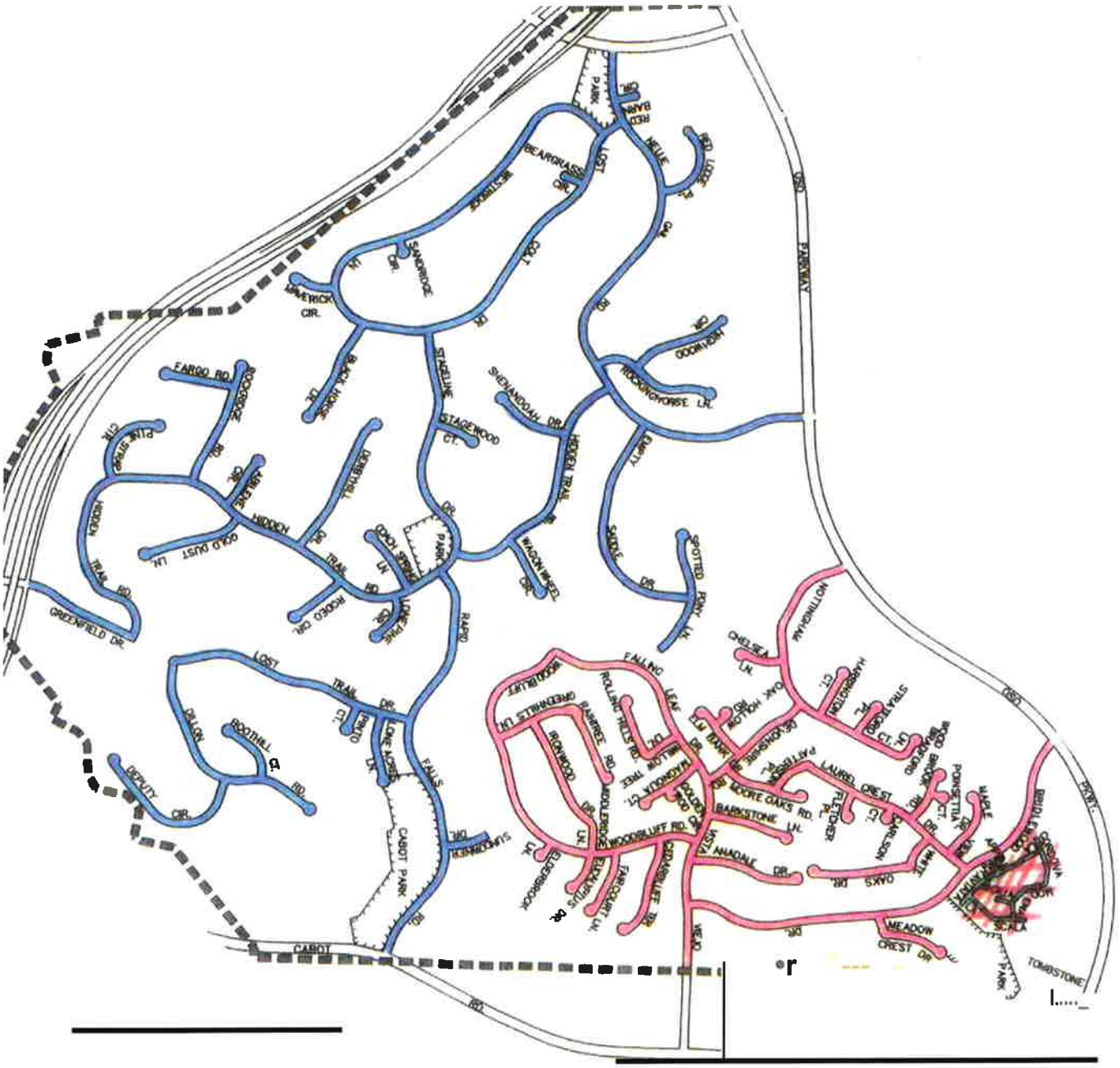


CITY OF LAGUNA HILLS
ARTERIALS CONTINUED
THURSDAY



CITY OF LAGUNA HILLS
ARTERIALS CONTINUED
FRIDAY

CITY OF LAGUNA HILLS
RESIDENTIAL STREETS
SAMPLE SCHEDULE/MAP



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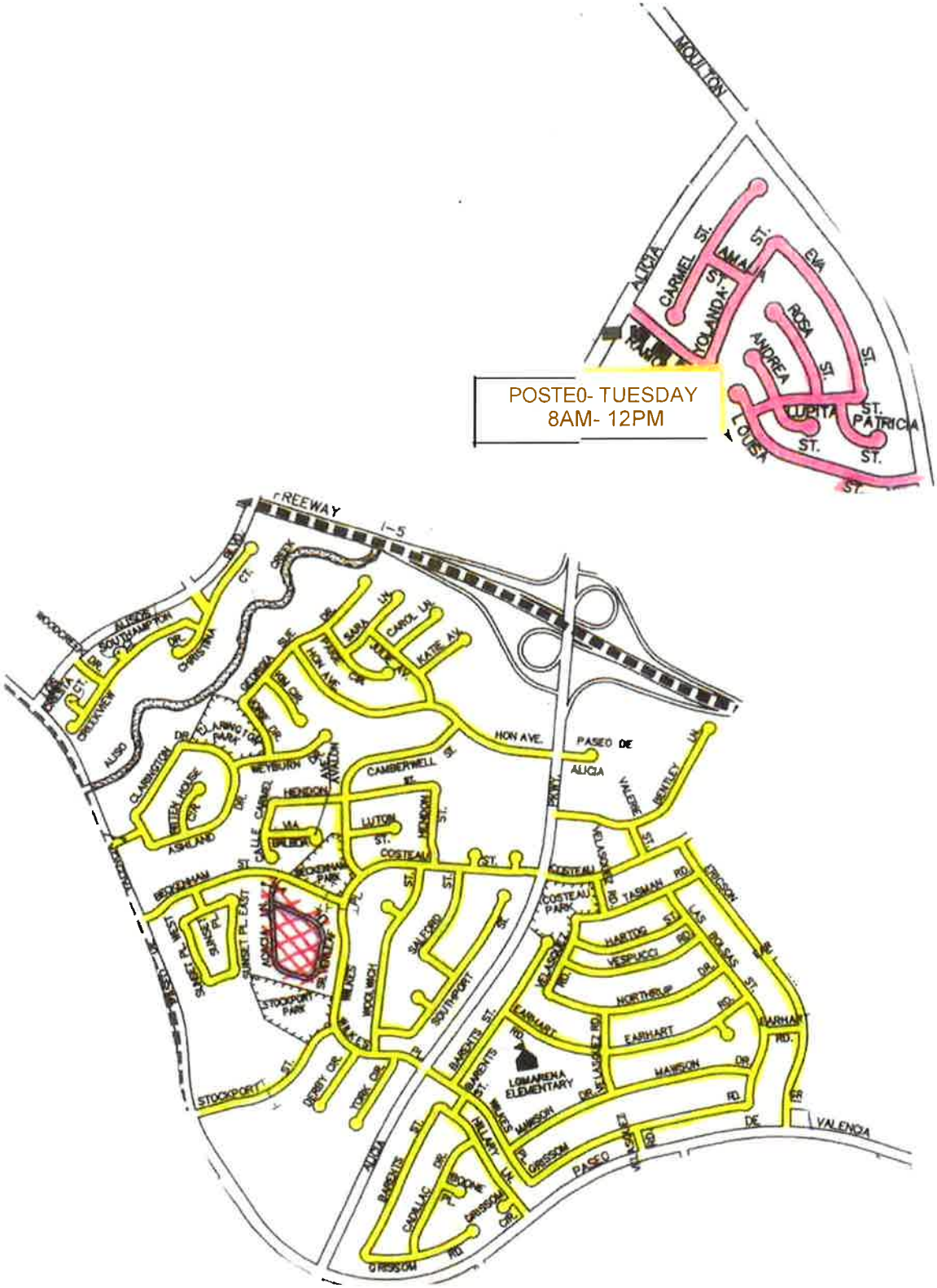
RESIDENTIAL CONTINUED



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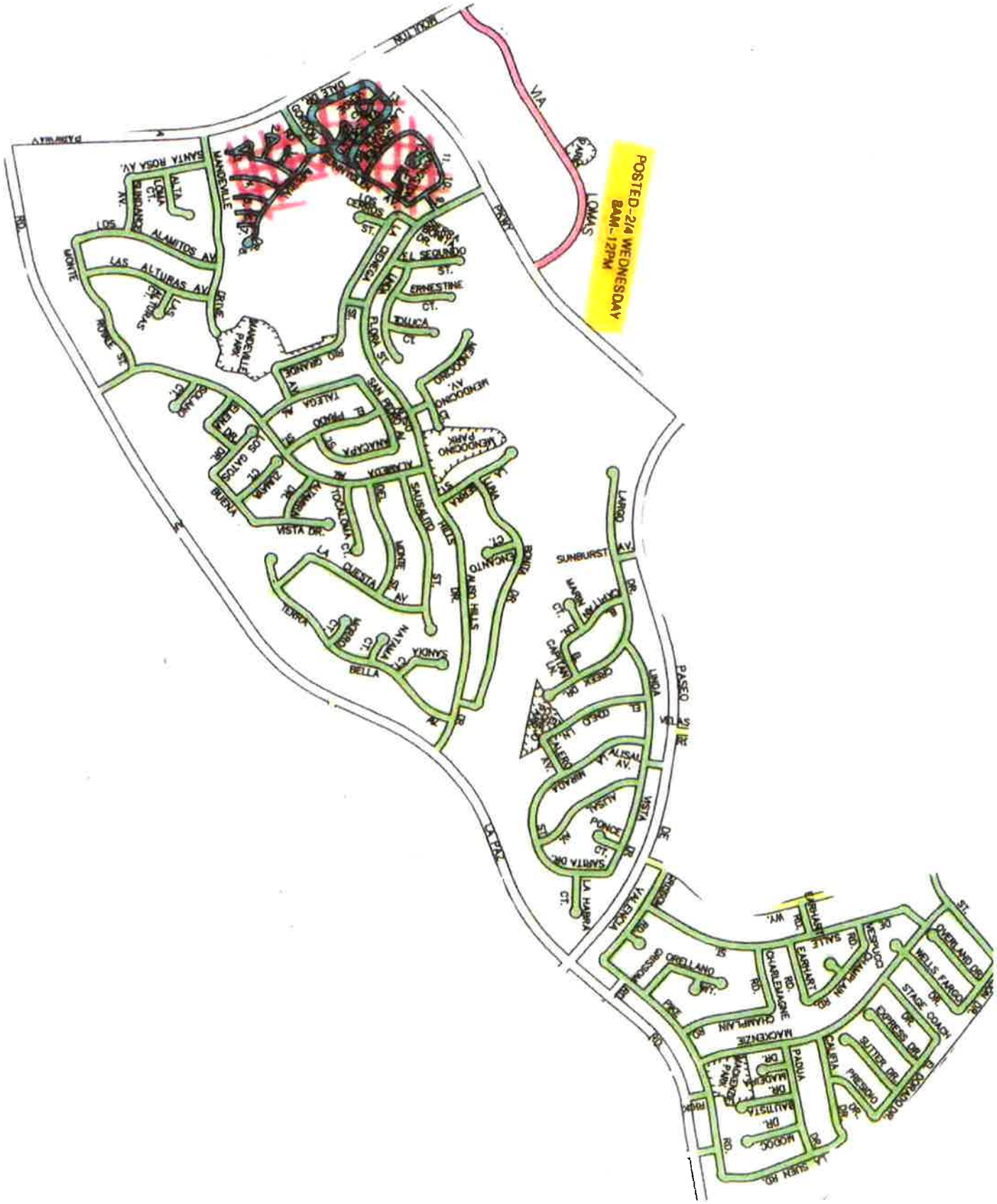
RESIDENTIAL CONTINUED



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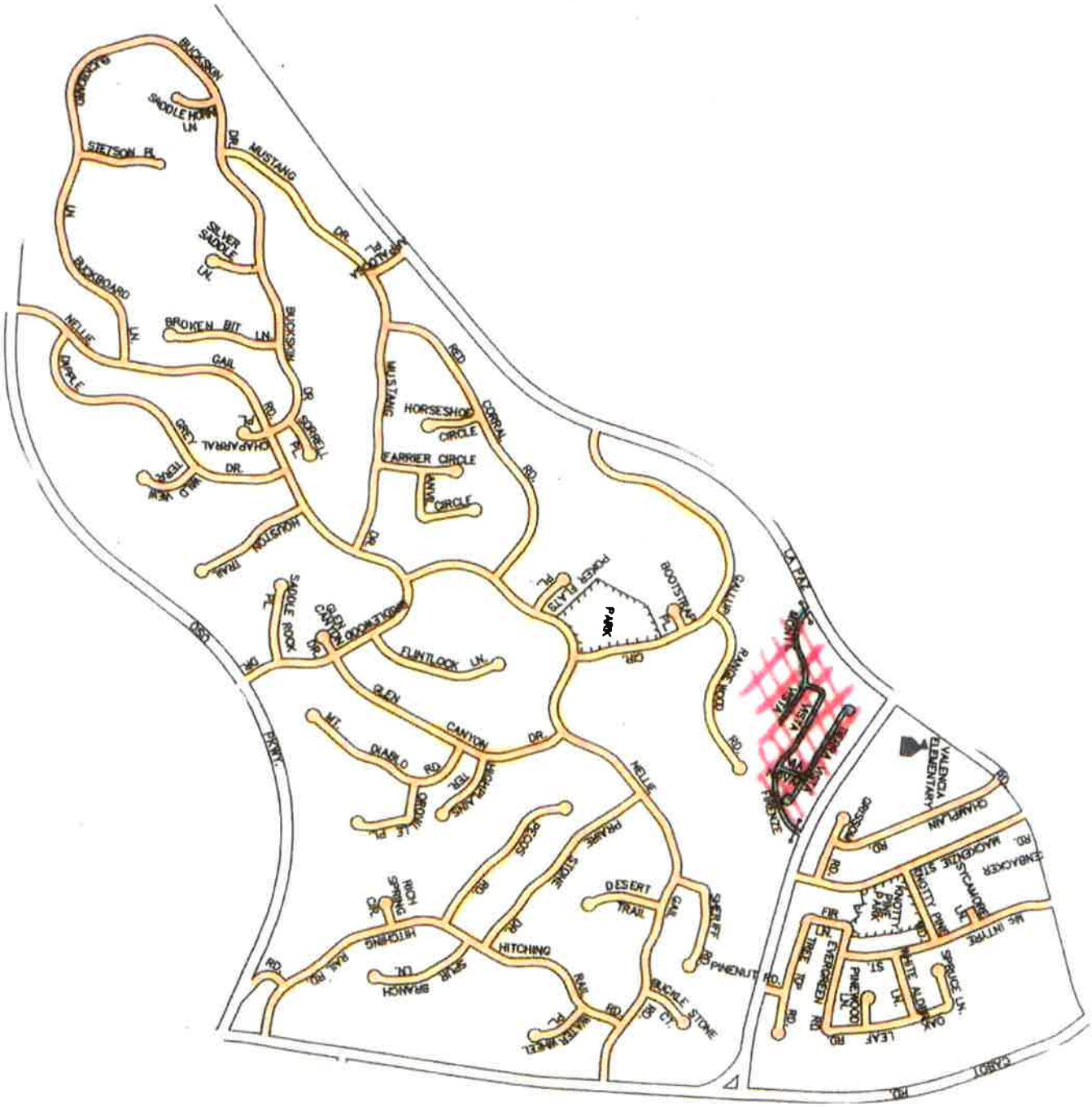
RESIDENTIAL CONTINUED



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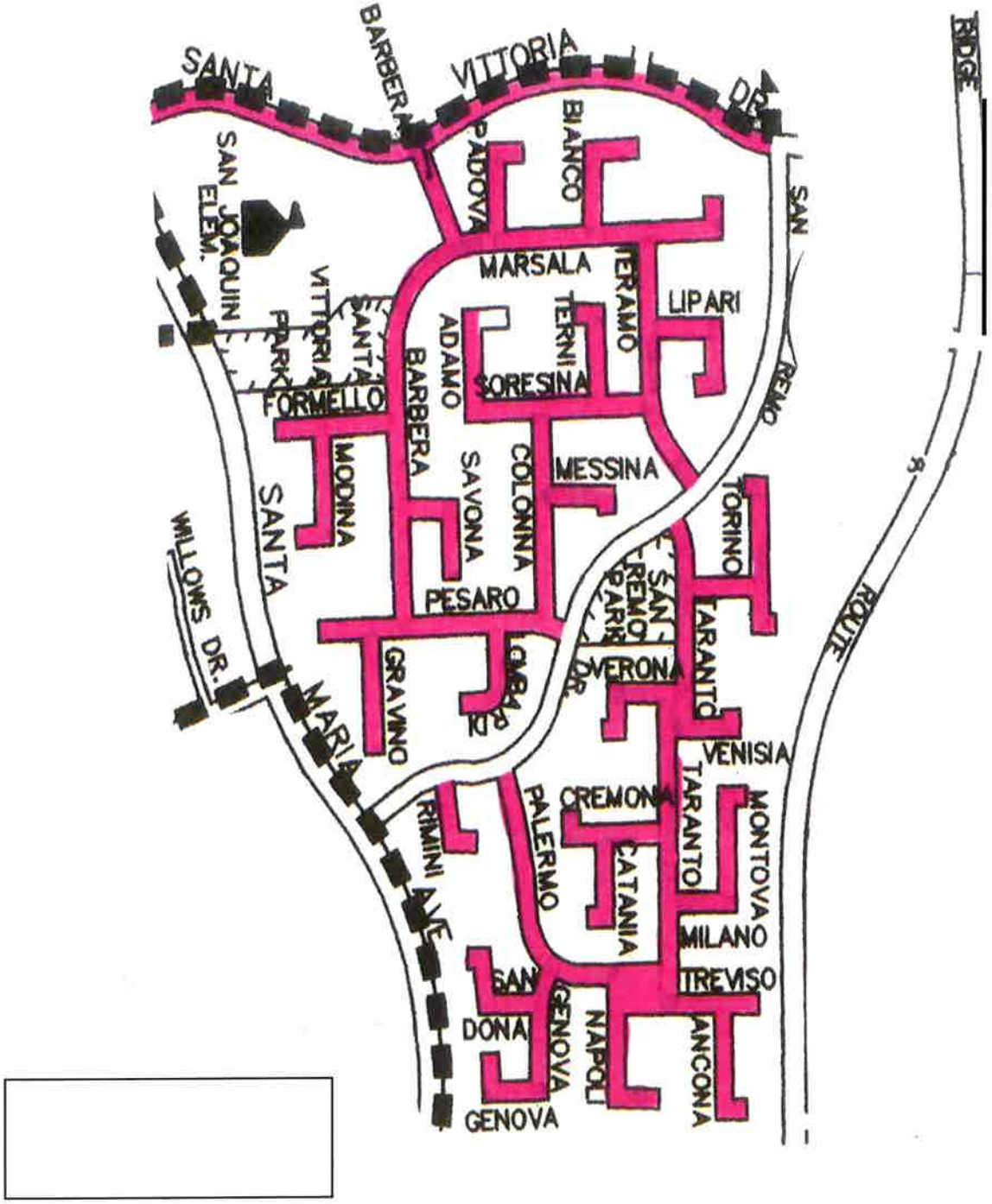
RESIDENTIAL CONTINUED

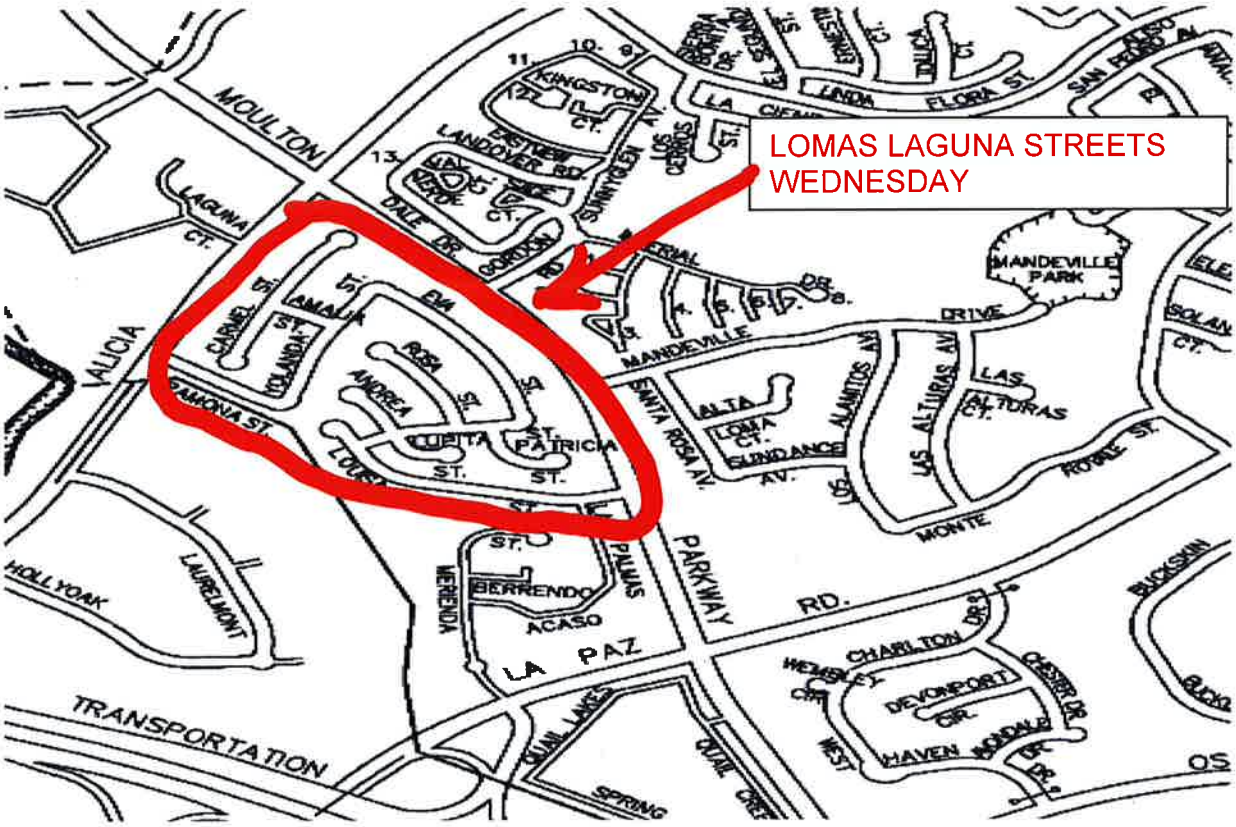


STREET SWEEPING POSTED NO PARKING ZONES

Subject to Change

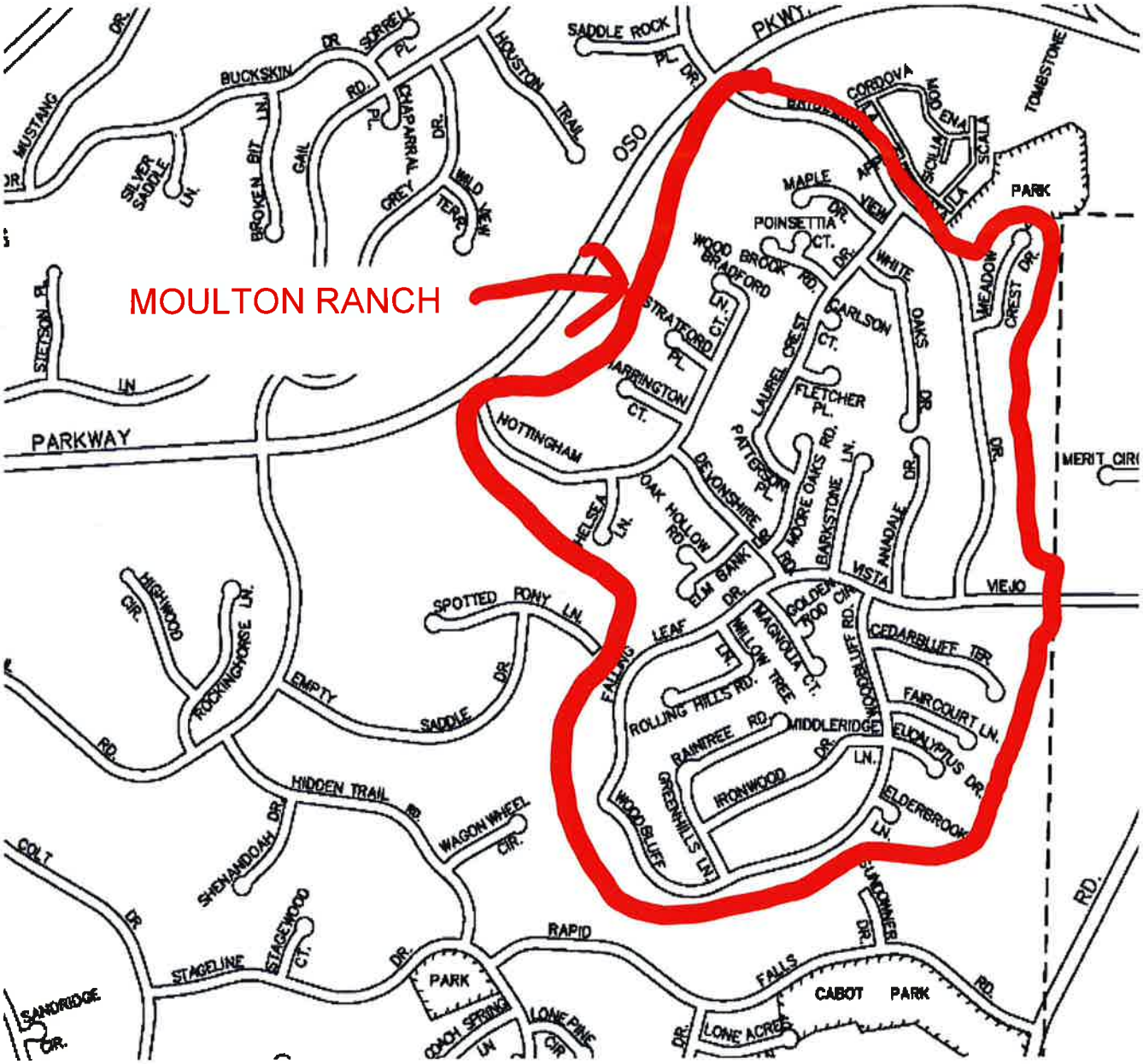
MONDAY:	**ALL MOULTON RANCH STREETS, START AT 8 AM**
TUESDAY:	**ALL LOMAS LAGUNA STREETS, START AT 9 AM** **LOS ALISOS BLVD, START 8 AM**
WEDNESDAY:	**VIA LOMAS, START AT 8 AM** **CAJON STREET, START AT 2 PM** **OVERLAND STREET, START AT 2 PM**
FRIDAY:	**SANTA VITTORIA DRIVE, START 8 AM**

SEE MAPS NEXT PAGES

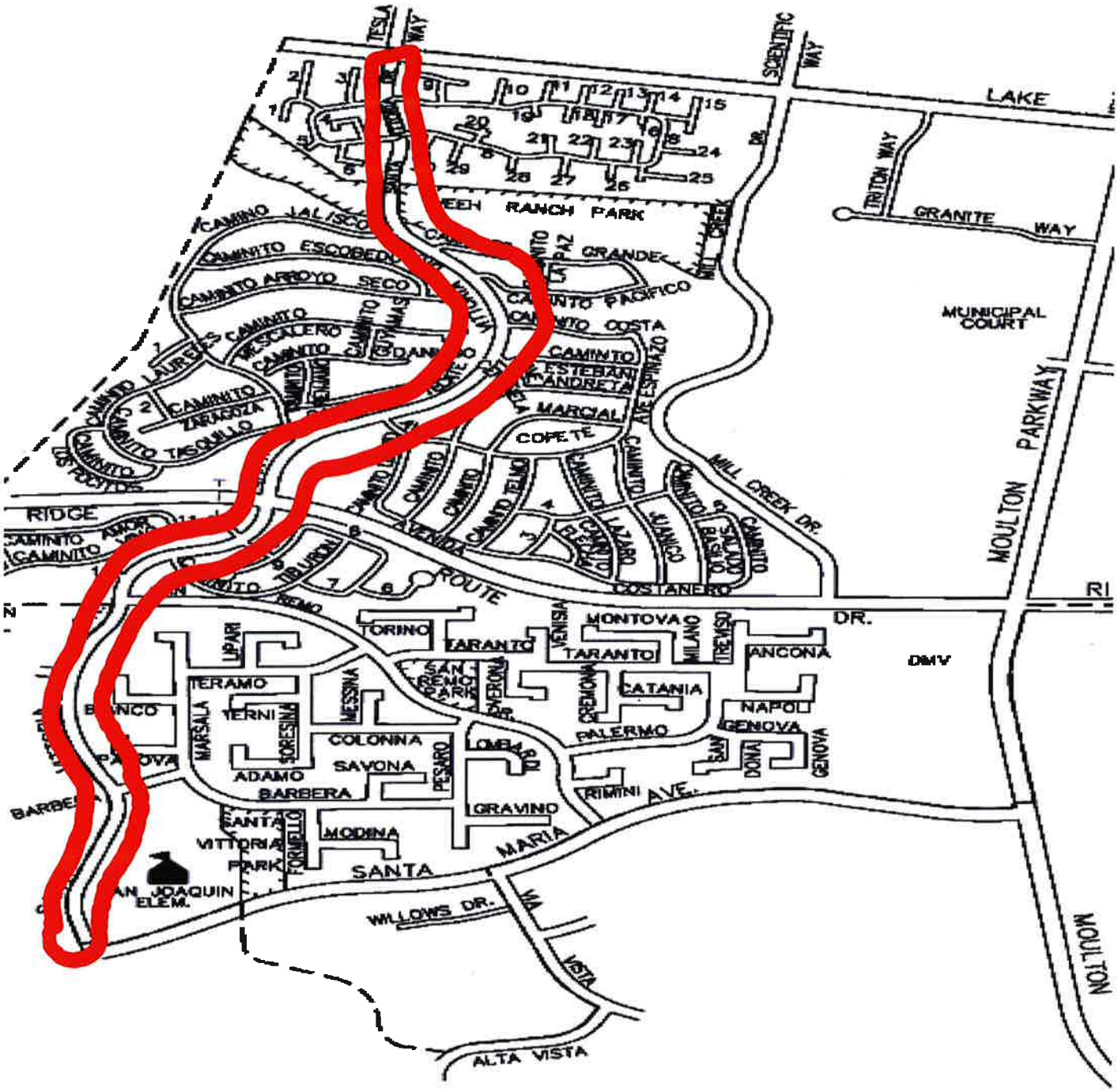

LOMAS LAGUNA STREETS WEDNESDAY
MOULTON
LAGUNA CT.
VALICIA
CARMEL ST.
YOLANDA ST.
AMALIA ST.
EVA ST.
ROSA ST.
ANDREA ST.
CUESTA ST.
PATRICIA ST.
LOUISA ST.
RAMONA ST.
HOLLYOAK
LAURELMONT
MERENDA
BERRENDO ST.
ACASO
LA PAZ
PALMAS
PARKWAY
TRANSPORTATION
SPRING
QUAIL
KINGSTON CT.
EASTVIEW
LANDOVER RD.
DALE DR.
GORDON RD.
LOS CERROS
SUNNYCREST
LA CIENEGA
LINDA FLORA ST.
SAN PEDRO
MANDEVILLE PARK
MANDEVILLE DRIVE
SANTA ROSA AV.
ALTA LOMA CT.
SUNDANCE AV.
LOS ALAMITOS AV.
LAS ALTURAS AV.
LAS ALTURAS CT.
ROBLE ST.
MONTE
SOLANA CT.
CHARLTON DR.
WEMBLEY CIR.
DEVONPORT DR.
CHESTER DR.
HAVEN MORDALE DR.
BUCKSKIN
RD.

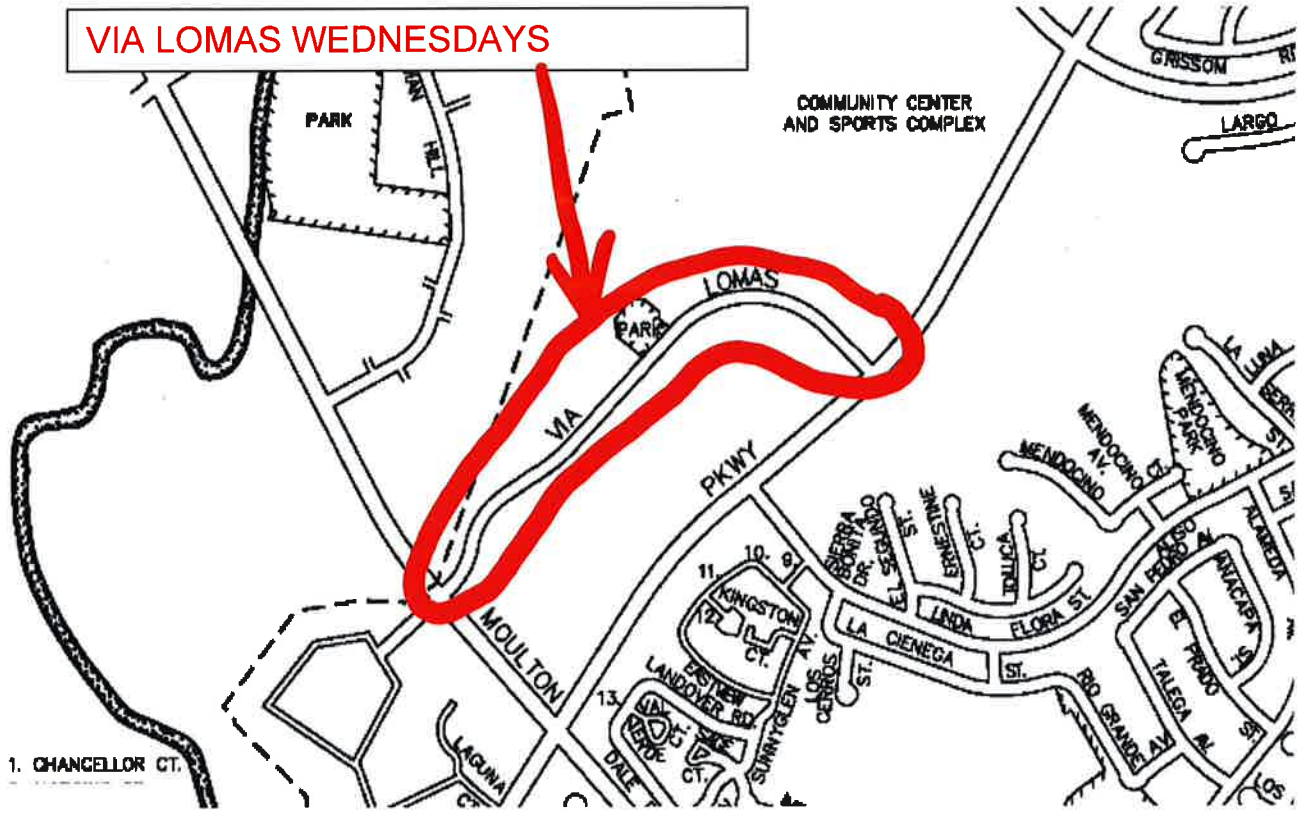
LOS ALISOS NORTHSIDE WEEKLY
LAGUNA HILLS MALL
AVENIDA DE LA CARLOTA
SAN DIEGO FREEWAY I-5
CALLE DE LA LOUISA
ROSSMOOR
CALLE DE LA PLATA
POST OFFICE
CALLE DE LA MAGDALENA
SADDLEBACK MEMORIAL MEDICAL CENTER
HEALTH CENTER DR.
CALLE DE LOS CABALLEROS
OCTA TRANSIT TERMINAL
VIA ESTRADA (GATE 2)
ALISOS
LOS ALISOS CREEK
CHRISTINA DR.
GREENVIEW
ALISO
CLARINGTON DR.
CLARINGTON PARK
GEORGIA SUE DR.
SARA LN.
CAROL LN.
KATIE AV.
HON AVE.
WEYBURN DR.
CAMBERWELL ST.
HENDON
VIA ESTRADA
LUTON ST.
COSTEAU ST.
BECKENHAM PARK
BECKENHAM
KENNINGTON DR.
ASHLAND
VALENCIA
AVENIDA SEVILLA (GATE 4)
ASEO DE
SUNSET PL. WEST
SUNSET PL.
SUNSET PL. EAST
ACACIA LN.
SALFORD ST.
PKWY.
PASEO DE ALICIA
VALMERE
BENTLEY
KELVINSTON RD.
TASMAN RD.
COSTEAU PARK

MONDAY 2nd AND 4th WEEK
8-12 PM



SANTA VITTORIA
FRIDAY WEEKLY 8-12 PM




VIA LOMAS WEDNESDAYS
COMMUNITY CENTER
AND SPORTS COMPLEX
PARK
LOMAS
VIA
PKWY
MOULTON
LAGUNA
KINGSTON
CT.
LA CIENEGA
ST.
LINDA FLORA ST
MENDOCINO
MENDOCINO AV.
MENDOCINO CT.
SAN PEDRO AV.
ANACAPA ST.
EL PRADO
TALEGA AV.
RIO GRANDE AVE
ALAMEDA
LA LUNA
GRISSOM
LARGO
SUNNYGLEN AV.
LOS CERROS ST.
EASTVIEW
LANDOVER RD.
1. CHANCELLOR CT.

OVERLAND
AND CAJON
WEDNESDAYS
HON AVE.
PASEO DE
ALICIA
PKWY.
VALERIE
BENTLEY
CAJON DR.
OVERLAND DR.
STAGE COACH
EL DORADO DR.
EXPRESS DR.
SUTTER DR.
PRESIDIO
COSTEAU
COSTEAU PARK
VELASQUEZ RD.
TASMAN RD.
ERICSON
VESPUCCI
CHAMPLAIN RD.
CALIFIA
PADUA
LA SUEN RD.
HARTOG ST.
VESPUCCI RD.
LAS BOLSAS ST.
SALLE
EARHART
CHARLEMAGNE
MACKENZIE
MODOC
BAUTISTA
MADERA
NORTHRUP
MACKENZIE PARK
LOMARENA
ELEMENTARY
MAWSON
DR.

BIKE TRAILS / PATH Monthly Cleaning

ALICIA PKWY
Community Center Dr. to Aliso Creek 5860 L.F.

ALISO CREEK TRAIL
Alicia Pkwy to Aliso Creek 1175 L.F.

ALISO CREEK TRAIL
Clarington to City limit 205 L.F.

ALISO CREEK TRAIL
Christine Ct. to City limit 70 L.F.

OSO PKWY
Tombstone to Moulton Pkwy 8225 L.F.

PASEO DE VALENCIA
Laguna Hills Dr. to Hawk Highway 415 L.F.

SIDEWALK CLEANING LOCATIONS

Contractor shall remove weeds, sweep/blow sidewalk and sweep gutter on a monthly basis at the following locations:

Alicia Pkwy
- Between Paseo de Valencia and Costeau Park Southside (2878 l. f.)
- Between Hon and Costeau Northside (623 l. f.)
- Alicia Pkwy/Barents stairway and walk path (located East of Paseo de Valencia Southside (92 l. f.)

Avenida de la Carlota
- 150 feet South of Via Puerta (40 l. f.)
- 700 feet North of Paseo de Valencia (westside 60 l. f.)

Barbera
- Between Marsala and Savona (820 l. f.)

Beckenham
- At Wilkes - two fire gates (400 l. f.)

El Toro Rd
- Under I-5 underpass to City Limit - Both sides only (100 l. f.)

La Paz Rd.
- Between Aliso Hills Dr. and Alameda Northside (3984 l. f.)
- Between Charlton Dr. and Appaloosa Southside (2430 l. f.)
- Between Rickenbacker and Paseo de Valencia North side (1400 l. f.)
- Between Paseo de Valencia to 750 feet East along school frontage (750 l. f.)

Los Alisos Blvd.
- Between Paseo de Valencia to City limits Southside (1400 l. f.)

Marsala
- Between Barbera and Teramo Eastside (610 l. f.)

Moulton Pkwy
- Between I-73 and Oso Pkwy Eastside (1270 l. f.)
- Between Ridge Route Dr. and Granite Way Eastside (2260 l. f.)

Paseo de Valencia
- Between Cabot Rd. and Alicia Pkwy Eastside (7334 l. f.)
- Between Ericson Way and La Paz Rd. Westside (768 l. f.)

Santa Vittoria
- Between Santa Maria and Barbera Eastside (1019 l. f.)

Stockport St At fire gate (200 l. f.)

CITY OF LAGUNA HILLS
STREET SWEEPING MILEAGE LIST
INCLUDING QUARTERLY TWO-WAY LEFT TURN LANES SWEEPING

ARETERIAL & COLLECTOR STREETS	4 PASSES	2 PASSES	SINGLE PASS QUARTERLY	WEEKLY SWEEPING MILES	SWEEPING MILES WITH TURN LANE
Comercial Area	0.00	2.09	0.00	4.18	4.18
Alicia Pkwy	1.96	0.00	0.00	7.84	7.84
Ave de la Carlota	0.00	2.13	2.13	4.26	6.39
Bentley Ln	0.00	0.10	0.00	0.20	0.20
El Toro Rd	0.34	0.00	0.00	1.36	1.36
Cabot Rd	0.00	1.51	1.51	3.02	4.53
Hon Ave	0.00	0.17	0.17	0.34	0.51
Indian Hills Ln	0.00	0.37	0.37	0.74	1.11
La Paz Rd	0.91	1.50	1.50	6.64	8.14
Laguna Hills Dr	0.71	0.00	0.00	2.84	2.84
Lake Forest Dr	1.20	0.00	0.00	4.80	4.80
Los Alisos Blvd	0.42	0.00	0.00	1.68	1.68
McIntyre St	0.00	0.14	0.14	0.28	0.42
Mill Creek Dr	0.00	0.69	0.69	1.38	2.07
Moulton Pkwy	3.03	0.00	0.00	12.12	12.12
Oso Pkwy	1.83	0.00	0.00	7.32	7.32
Paseo de Alicia	0.00	0.04	0.04	0.08	0.12
Paseo De Valencia	1.75	1.50	1.50	10.00	11.50
Ridge Route Dr	0.00	1.51	1.51	3.02	4.53
San Remo Dr	0.00	0.50	0.50	1.00	1.50
Santa Maria Dr	0.17	0.00	0.00	0.68	0.68
Santa Vittoria Dr	0.24	1.02	1.02	3.00	4.02
ARTERIAL MILES TOTAL:	12.56	13.27	11.08	76.78	87.86
RESIDENTIAL STREET TOTAL:		62.90			125.80

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Street Maintenance Services Agreement with Charles Abbott Associates, Inc. for Citywide Street and Roadway Maintenance Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates, Inc. for Citywide Street and Roadway Maintenance Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Street Maintenance Services Agreement.

Background:

On July 13, 2021, City Council approved a Street Maintenance Services Agreement for Citywide Street and Roadway Maintenance Services with Charles Abbott Associates, 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.

Charles Abbott Associates, 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 Street Maintenance Services Agreement with Charles Abbott Associates, Inc. to provide continued Citywide street and roadway 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 Street Maintenance Services Agreement allows the City to unilaterally exercise an extension at rates tied to the CPI for the period specified in the existing Agreement. Accordingly, the requested 3.7% increase by Charles Abbott Associates, Inc. as part of Amendment No. 1 is anticipated to result in more favorable pricing than pursuing a new competitive bid process.

Fiscal Impact:

No new fiscal impact. These services are already budgeted for in the City's biennial budget.

Attachments:

1. Amendment No. 1 to Maintenance Services Agreement
2. 2021 Maintenance Services Agreement

AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Charles Abbott Associates, Inc.
Citywide Street and Roadway Maintenance Services

THIS FIRST AMENDMENT to the Charles Abbott Associates, Inc. Professional Services Agreement for Citywide Street and Roadway Maintenance Services (the "Amendment" or "Amendment No. 1") is made and entered into to be effective July 12, 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 CHARLES ABBOTT ASSOCIATES, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Consultant previously entered into that certain Professional Services Agreement for Citywide Street and Roadway Maintenance Services, which was made and entered into on July 13, 2021 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Entire Agreement/Amendments) of the Agreement provide that the Agreement may be amended, modified, and additional services provided, in writing at any time by mutual consent of the Parties.

B. More specifically, Section 2.3 (Optional CPI Adjustment of Compensation/Fees/Billing Rate Schedule) provides that after the first two (2) years of the Agreement, rates may be adjusted by the Consumer Price Index ("CPI"), subject to a maximum cap of five percent (5%) per adjustment.

C. Consultant submitted a proposal dated April 13, 2026 to extend the Agreement for an additional three (3) years and requested a 3.7% CPI adjustment to the rates pursuant to Section 2.3 of the Agreement, a copy of which proposal is attached hereto as Exhibit A to this Amendment and incorporated herein by this reference.

D. The Parties now desire to extend the term of the Agreement for three (3) years and to approve the rate adjustment set forth herein. The adjusted rates, as set forth in Exhibit A to this Amendment, shall supersede and replace the fees, rates and/or unit prices set forth in Contractor's l Proposal/Scope of Work previously attached under Exhibit A to the Original Agreement.

E. Pursuant to Section 2.1 (Maximum Contract Amount), the Parties further desire to increase the Annual Maximum Contract Amount during the Extended Term from Seven Hundred Fifty Thousand Dollars ($750,000) to Eight Hundred Fifty Thousand Dollars ($850,000). All other terms, conditions, and scope of work set forth in the original Exhibit A shall remain in full force and effect.

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

AGREEMENT

1. Extended Term. The Parties hereby agree to extend the term of the Original Agreement for an additional period of three (3) years, commencing on July 1, 2026 and expiring on June 30, 2029. Unless sooner terminated in accordance with the terms hereof.

2. Rate Adjustment. Pursuant to Section 2.3 of the Agreement which authorizes CPI based rate adjustments after the first two (2) years of the Agreement, subject to a maximum cap of five percent (5%), the Parties hereby approve a three-point seven percent (3.7%) CPI adjustment to the services rates effective July 1, 2026. The adjusted rates applicable during the Extended Term are set forth in Exhibit A attached hereto and incorporated herein by this reference. Exhibit A superseded and replaces the fee schedule, rates, and unit prices contained in the Original Proposal/Scope of Work previously attached as Exhibit A to the Original Agreement.

3. Annual Maximum Contract Amount. Pursuant Section 2.1 of the Original Agreement, the Parties hereby agree to increase the Annual Maximum Contract Amount to Eight Hundred Fifty Thousand Dollars ($850,000) (hereinafter referred to as the "Annual 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 and incorporated herein.

4. Full Force and Effect. This Amendment 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.

5. 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.

6. 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.

[*SIGNATURES ON NEXT PAGE*]

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: _____
BOB WINGENROTH,
City Manager

ATTEST:

By:_____
KAREN HAMMAN,
Interim City Clerk

APPROVED AS TO FORM:

By:_____
Vanessa Lassooy,
Assistant City Attorney

"CONSULTANT"
CHARLES ABBOTT ASSOCIATES, INC., a California corporation

By:_____
DIANA SNODGRASS
Chief Financial Officer

By:_____
DIANN NOLTE
Assistant Corporate Secretary

ATTACHMENT "A"

CAA CHARLES ABBOTT ASSOCIATES, INC.

April 13, 2026

Joe Ames, Public Works Director/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

SUBJECT: CAA/PVM AGREEMENT TERM EXTENSION AND CPI RATE INCREASE

Dear Mr. Ames:

Charles Abbott Associates and PV Maintenance are thrilled that the City of Laguna Hills wishes to extend our Street Maintenance Service Agreement for an additional 3 years.

As per your request, and as noted in the March 16, 2026 from Mike Podegracz, CAA/PVM is submitting a request for a rate adjustment, per the Consumer Price Index (CPI). Please find attached the revised rates reflecting the CPI of 3.7% from April 2025 through April 2026. I have attached the US Bureau of Labor posted CPI or your reference.

These CPI adjustments, if approved, would become effective July 1, 2026.

It is our pleasure to continue providing street maintenance services to the City. Please do not hesitate to contact me at (805) 432-8486 or at dirklovett@caa.inc should you have any questions.

Sincerely,

Dirk Lovett, Principal Engineer
Charles Abbott Associates, Inc.

Attachments: 2026 CPI Rate Adjustment
US Bureau of Labor posted CPI

Charles Abbott Associates, Inc.
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
(866) 530-4980

CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
July 1, 2026 3.7% CPI Increase

Item #	Item Description	Quantity Estimate	Unit	2021 Unit Price	Current Unit Price	7/1/26 Unit Price
1	Contract Administration	1	LUMP SUM/YR	32,500.00	$ 33,768.00	$ 35,017.42
2	Arterial Highway Weekly Inspection	52	WEEK	140.70	$ 146.19	$ 151.60
3	AC Pothole Patching - Cold Patch- Temporary	1,400	SQUARE FEET	16.80	$ 17.45	$ 18.10
5	AC Cold Plane up to 1" Depth	20,000	SQUARE FEET	1.58	$ 1.64	$ 1.70
6	Asphalt Concrete Hot Mix 1" Overlay	125	TONS	231.00	$ 240.01	$ 248.89
7	AC Pave. Crack Repair Cleaning & Filling per 12' In width	50,000	LINEAR FEET	1.68	$ 1.74	$ 1.80
9	Remove and Replace Curb & Gutter	85	LINEAR FEET	78.14	$ 81.19	$ 84.19
12	Temporary Sidewalk Patching	100	LINEAR FEET	18.38	$ 19.09	$ 19.80
13	Sidewalk Grinding	500	LINEAR FEET	10.50	$ 10.91	$ 11.31
14	Remove and Replace 4-Inch Sidewalk	1,000	SQUARE FEET	14.70	$ 15.28	$ 15.85
16	Weed Control (Curb, Gutter, and Parkways)	80	CURB MILE	137.81	$ 143.19	$ 148.49
17a	Supply 12"x18" Standard Traffic Signs for Installation	50	EACH SIGN	17.83	$ 18.52	$ 19.21
17b	Supply 18"x18" Standard Traffic Signs for Installation	50	EACH SIGN	26.72	$ 27.76	$ 28.79
17c	Supply 18"x30" Standard Traffic Signs for Installation	50	EACH SIGN	44.55	$ 46.28	$ 47.99
17d	Supply 24"x24" Standard Traffic Signs for Installation	50	EACH SIGN	47.52	$ 49.38	$ 51.21
17e	Supply 24"x36" Standard Traffic Signs for Installation	25	EACH SIGN	71.28	$ 74.06	$ 76.80
17f	Supply 30"x30" Standard Traffic Signs for Installation	50	EACH SIGN	74.24	$ 77.14	$ 79.99
17g	Supply 30"x42" Standard Traffic Signs for Installation	25	EACH SIGN	103.94	$ 107.99	$ 111.99
17h	Supply 30"x48" Standard Traffic Signs for Installation	25	EACH SIGN	118.79	$ 123.43	$ 128.00
18	Remove Existing Sign and Install only Standard Traffic Sn	200	EACH SIGN	40.95	$ 42.55	$ 44.12
19	Supply Custom Traffic Signs for Installation	25	EACH SIGN	118.79	$ 123.43	$ 128.00
20a	Supply 6" Street Name Signs for Installation	10	EACH SIGN	86.00	$ 89.34	$ 92.65
20b	Supply 9" Street Name Signs for Installation	10	EACH SIGN	108.05	$ 112.26	$ 116.41
21	Remove and Replace Street Name Signs	20	EACH SIGN	77.70	$ 80.73	$ 83.72
22	Remove and Replace Custom Traffic Sign	25	EACH SIGN	70.00	$ 72.73	$ 75.42
23	Sq. Sign Post/Round St. Name Sn. Post Inst. & Repl.	50	EACH	140.00	$ 145.46	$ 150.84
24	Square Wood Sign Post Installation and Replacement	10	EACH	140.00	$ 145.46	$ 150.84
25	Provide and Install Pedestrian Barricade	5	EACH	966.00	$ 1,003.67	$ 1,040.81
26	Nighttime Sign Reflectivity Survey **	1	LUMP SUM	10,000.00	$ 10,390.00	$ 10,774.43
27	Nighttime Streetlight Outage Survey	4	QUARTER	1,500.00	$ 1,558.50	$ 1,616.16
29	Sign and Shopping Cart Removal	52	WEEK	315.00	$ 327.29	$ 339.40
31	Replace Raised Pavement Markers	500	EACH	6.62	$ 6.88	$ 7.13
33	Annual Paint Striping	1	LUMP SUM	78,057.00	$ 81,101.22	$ 84,101.97
34	Annual Paint Stop Bars & Chevrons	9,000	LINEAR FEET	1.49	$ 1.55	$ 1.61
35	Annual Paint White Crosswalks	31,000	LINEAR FEET	1.38	$ 1.43	$ 1.48
36	Annual Paint Yellow School Crosswalks/Ladder	6,700	LINEAR FEET	1.38	$ 1.43	$ 1.48
37	Annual Paint White Standard Legends	1,860	EACH	55.68	$ 57.86	$ 60.00
38	Annual Paint Yellow Standard Legends	40	EACH	63.95	$ 66.44	$ 68.90
39	Annual Paint Curbs	4,400	LINEAR FEET	1.10	$ 1.14	$ 1.18
41	Clean Drains By Manual Means -Routine	500	EACH DRAIN	38.00	$ 39.48	$ 40.94
45	Storm Patrol and Emergency Repair	8	(2-PERSON CREW)	150.00	$ 155.85	$ 161.62
49	Removal of Paint or Material Spills	8	HOURS	327.60	$ 340.38	$ 352.97
52	Water Truck Operations	8	HOURS	250.00	$ 259.75	$ 269.36
53	City Events Support	8	CREW HOUR	178.00	$ 184.94	$ 191.78
54	Right of Way Trimming	16	CREW HOUR	165.00	$ 171.44	$ 177.78
55	General Labor A	300	(1-PERSON CREW)	75.00	$ 77.93	$ 80.81
56	General Labor B	300	(2-PERSON CREW)	150.00	$ 155.85	$ 161.62

STREET MAINTENANCE SERVICES AGREEMENT
Charles Abbott Associates, Inc.
(Citywide Street and Roadway Maintenance Services)

THIS STREET MAINTENANCE SERVICES AGREEMENT (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 CHARLES ABBOTT ASSOCIATES, 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 street maintenance services company capable of performing routine and specialized street maintenance, repair and management services, as specified, for the proper repair and maintenance of the City's street and roadway system, as well as to provide and perform other similar maintenance, cleaning and inspection services for public facilities on a routine, emergency, and as-needed on-call basis (the "Project").

B. In response to City's Notice Inviting Bids (Notice Inviting Bids and Specifications for Citywide Street Maintenance Services), dated June 10, 2021, Contractor has submitted to City a proposal, dated June 30, 2021, to provide street maintenance services for street maintenance and repair services, as well as to provide and perform other similar maintenance, cleaning and inspection services, 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 street 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 street 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

specialized citywide street maintenance services to provide street maintenance services for street maintenance and repair services, as well as to provide and perform other similar maintenance, cleaning and inspection services, to City for the Project on a routine, emergency, and as-needed on-call basis as set forth in Contractor's Proposal/Scope of Work, dated June 30, 2021, and as set forth in City's Notice Inviting Bids and Specification for Citywide Street Maintenance Services dated June 10, 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) City's Notice Inviting Bids and Specifications for Citywide Street Maintenance Services, dated June 10, 2021; and, (3) the Contractor's signed, original Proposal/Scope of Work, dated June 30, 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 Specification for Citywide Street Maintenance Services dated June 10, 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 Street 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 Compliance with Public Contracts Code. The Parties expressly understand, acknowledge and agree that in accordance with the Public Contract Code, the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to Task Orders of $5,000 or less; and that the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code estimated to be in excess of $5,000 shall be subject to a separate public works Invitation for Bid (IFB) and, pursuant to State law, shall be competitively bid. It is understood, acknowledged and agreed by the Parties that competitive bidding for public works contracts for "Public Projects" over $5,000 is required. (Cal. Pub. Cont. Code § 20162.)

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.

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/Hourly Rates/Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total annual maximum contract amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) (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: *Rusty R. Reed, P.E., 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 :	Charles Abbott Associates, Inc. Attention: Rusty R. Reed, P.E., President 27201 Via Puerta Real, Suite 200 Mission Viejo, California 92691 Telephone: (949) 530-4980 Facsimile: (949) 367-2852

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 reminder 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"
CHARLES ABBOTT ASSOCIATES, INC., a California corporation

RUSTY R. REED, P.E.
President

DIANN NOLTE
Assistant Corporate Secretary

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: JUNE 30, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

- since 1984 -

EXCEEDING EXPECTATIONS IN GOVERNMENT SERVICES SINCE 1984

CHARLES ABBOTT ASSOCIATES

A national contract service provider helping public agencies provide excellent and cost effective inspections, plan review, and complete building department services.

"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Citywide Street Maintenance Services Bid

prepared for

City of Laguna Hills

Bid Opening: July 1, 2021 at 11:00am

by:

Charles Abbott Associates, Inc.

27201 Puerta Real # 200
Mission Viejo, CA 92691
Toll Free: (866) 530-4980
www.caa.inc

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June 30, 2021

City of Laguna Hills
Attn: Melissa Au-Yeung, City Clerk
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Bid Proposal for Citywide Street Maintenance Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit this bid proposal for Citywide Street Maintenance Services to the City of Laguna Hills (City). We are confident that our professional and efficient Street Maintenance Services will continue to meet the service needs of the City as outlined in the Notice Inviting Bids. CAA is headquartered in Mission Viejo and has been providing Citywide Street Maintenance Services in partnership with PV Maintenance Inc. (PVM) to the City since 2014. We believe that CAA was able to demonstrate our long-term commitment and dedication to the City of Laguna Hills over these past 7 years.

The CAA and PVM team will continue to provide the full Scope of Services as described in the Notice Inviting Bids and Specifications should we be selected by the City. The CAA and PVM team have a very strong presence in Street Maintenance in south Orange County, and currently provide Street Maintenance services to the nearby cities of Lake Forest, Aliso Viejo, Laguna Woods, and Rancho Santa Margarita.

For many years, CAA/PVM has been fulfilling its mission in helping municipal governments and regional government agencies deliver services more efficiently. We are able to consistently achieve high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service. We believe that as you evaluate service providers, you may very well find that several firms may possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that the CAA/PVM partnership is best qualified to serve you.

CAA/PVM is proposing a highly experienced team of professionals to continue to provide the City's Street Maintenance Services. **Mike Podegracz** will continue to serve as the Project Manager to the City and be the single point of contact for all communication including scheduling, billing, reporting, contract, and performance-related matters. He will ensure that our policies, procedures, and manpower will provide the level of service the City desires. **Joe Garza** will continue serve as the Assistant Project Manager and will assist in the coordination between the City and street maintenance personnel. **Jorge Cruz** will continue to serve as Street Maintenance Supervisor and will be responsible for daily coordination between the City and street maintenance personnel.

We will comply with all Federal, State and Local regulations, including the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, and The State of California Department of Transportation Standard Specifications and Standard Plans.

Our bid proposal is valid for 90 days per the Notice Inviting Bids request. CAA is an independent company and properly licensed to practice in the State of California. The firm has no conflict of interest with regard to any other work performed by the firm for the City.

CAA has read and is able to comply with all terms and provisions outlined in the City's Sample Agreement.

We very much look forward to discussing this proposal with you and appreciate the opportunity to present our services to the City of Laguna Hills.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

Rusty R. Reed, PE
President

Company Qualifications

Charles Abbott Associates, Inc. (CAA) is a privately held management and engineering consulting firm specializing in municipal services. Founded in 1984, CAA is now a 200 - person firm serving onsite staffing to more than 50 government agencies, 27 of which are located in California. Our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our range of services includes, but is not limited to:

- Street Maintenance Services
- Public Works and City Engineering
- Environmental Management
- Building & Safety Services
- Fire Prevention Services

CAA provides the range of professional services the City requires in order to handle the Street Maintenance functions outlined in this Notice Inviting Bids, as well as a full range of other complementing services. We understand that no two cities are alike, and we pride ourselves in customizing our services to meet the particular needs of the constituents we serve at any one location.

The CAA professionals who will be assigned to the City of Laguna Hills have many years of municipal experience to support the City's Public Works Department. CAA's professional staff successfully services over 50 cities, including the nearby cities of Aliso Viejo, Lake Forest, and Rancho Santa Margarita.

CAA is proposing to continue our successful partnership with PV Maintenance Inc. (PVM) in responding to the City's Request for Citywide Street Maintenance Services. PVM is a California Corporation with a Class A General Engineering license and provides Street & Public Works Maintenance Services as well as Emergency Services and will provide all the resources necessary to perform the maintenance services in your community. CAA and PVM have a long and successful history of working together to provide comprehensive street maintenance services to the City of Laguna Hills since 2014, as well as the neighboring cities of Aliso Viejo, Lake Forest, and Rancho Santa Margarita.

Founded in 1984, CAA/PVM's first engagements were with the Cities of Rancho Palos Verdes and Palos Verdes Estates. CAA began managing the street maintenance work in Rancho Palos Verdes that same year using a small contracting company called Palos Verdes Maintenance (PVM), which was performing private and public construction work on the peninsula. That relationship between CAA and PVM has continued since those early days and is still thriving today.

As previously indicated, our relationship with the City of Laguna Hills began in 2014 when the City signed a contract with CAA to replace the Orange County Public Works agency in providing full street maintenance services for the City. CAA, working closely with PVM, demonstrated a significant increase in service levels with a significant decrease in overall costs.

CAA and PVM are especially well qualified to provide the services the City is requesting. PVM's project team has over 50 years of experience in providing similar services to public agencies in Southern California. We pride ourselves on constantly improving the quality, quantity, and

timeliness of our work in order to ensure that our services are being provided in the most cost efficient manner possible. All employees currently assigned to the City possess smartphones, and each truck is assigned an iPad to facilitate communications and provide timely responses to assigned task orders or work requests. The use of these electronic devices has resulted in a substantial decrease in paper usage, and a quicker response to task orders and service requests. Additionally, each truck is equipped with GPS tracking devices that allow for maximum efficiency and quality control.

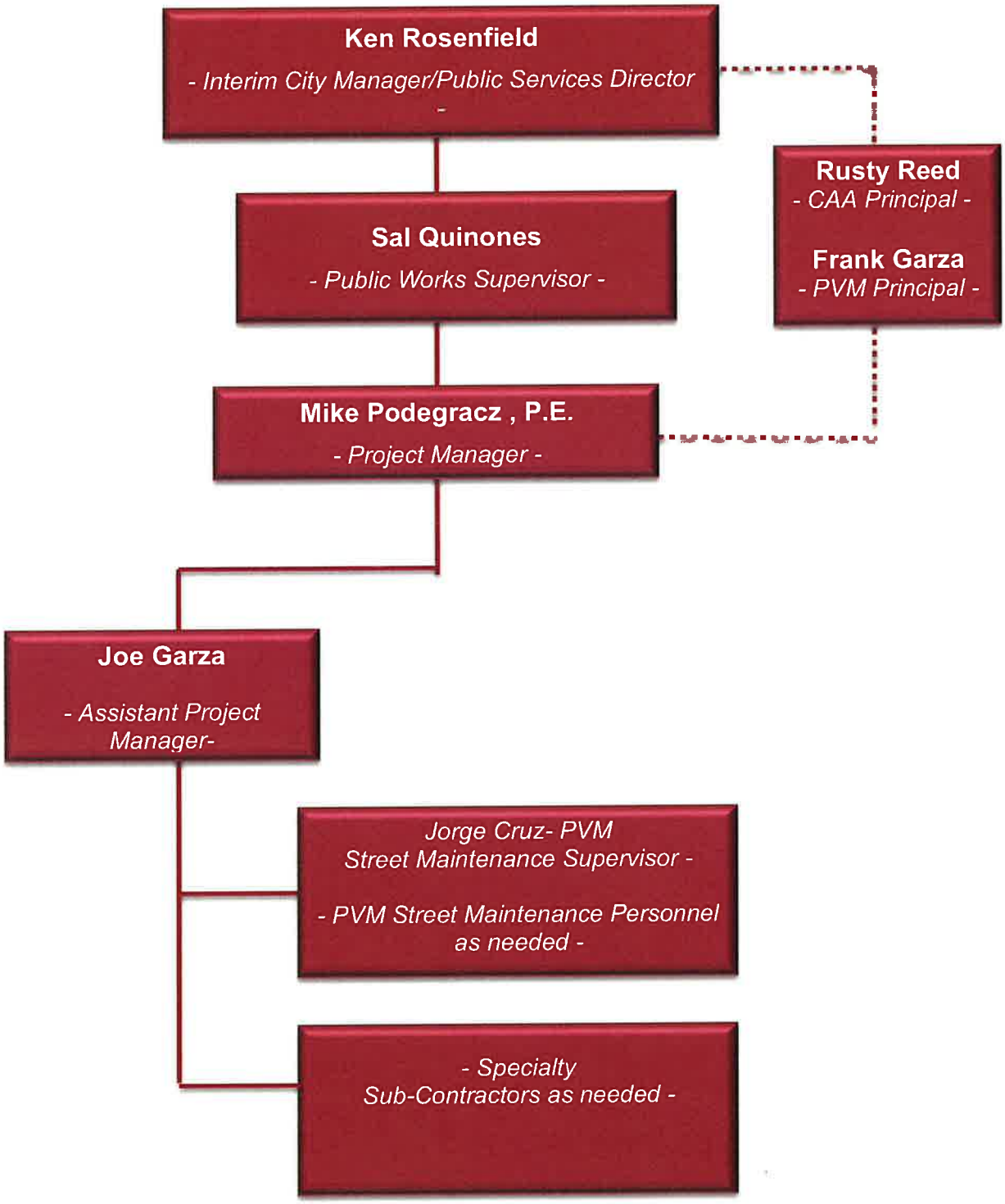
In addition to the City of Laguna Hills, CAA and PVM currently have the four following Orange County cities under contract for their street maintenance work:

1. Aliso Viejo – since 2002
2. Lake Forest – since 2016
3. Rancho Santa Margarita – since 2001
4. Laguna Woods – since 2013

These cities are located within 20 minutes of Laguna Hills, putting CAA/PVM in the unique position to provide the highest quality of service and full back up when needed. Over 40% of CAA's 200 employees live and work in central Orange County. In addition, PVM currently has approximately 15 employees available locally who can respond to any need in Laguna Hills.

Management Staff

CAA/PVM employs full time personnel to staff municipal work engagements. We recruit individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff who can work as a team with City staff, thereby augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:



RUSTY R. REED, P.E. – PRINCIPAL

Education:	B.S., Civil Engineering, University of Illinois
Yrs. Experience:	43 Years / 37 Years experience with CAA
Registration/Licenses:	Professional Civil Engineer, California and Arizona General Engineering Contractor (A) California

SUMMARY OF EXPERIENCE:

Mr. Reed has been the President of Charles Abbott Associates, Inc. (CAA) for the past 19 years and has over 43 years of experience in providing consultant services. His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His managerial expertise covers everything from city director positions to city engineer positions. His broad experience and expertise in these areas, brings an understanding of unique problems and the ability to find solutions to meet the particular needs of any City. Mr. Reed is always available to City Management, as he has had direct involvement in all CAA projects in order to monitor the timeliness and quality of services being delivered.

Prior to becoming CAA's President, Mr. Reed served as Town Engineer for the Town of Apple Valley for over 10 years. He was responsible for all city engineering activities including the implementation of Apple Valley's Capital Improvement Programs. This included the assessment of infrastructure needs, project development, project prioritization, and revenue programming, including project financing through such mechanisms as the sale of revenue bonds, development of impact fees, and securing grants. Work included the development of program data tracking, community outreach and agency approval.

FRANK J. GARZA – PRINCIPAL IN CHARGE

Education:	A. S. Mechanical Technology, Don Bosco Technical Institute
Yrs. Experience:	47 Years / 33 Years as Principal of PV Maintenance Inc.
Key Qualifications:	Municipal Background, Maintenance Management Expert Public Works Construction and Street Maintenance Experience

SUMMARY OF EXPERIENCE:

Mr. Garza is the Principal of PV Maintenance Inc. and has over 47 years of public works and street maintenance services. His vast background in all aspects of public works construction, public works maintenance, street and infrastructure repairs and maintenance, facility maintenance, NPDES compliance and emergency protocols provide a solid background for providing a full spectrum of public works maintenance services. His 47 years of providing these services provide a wealth of knowledge. His strong management and accounting experience supply a sturdy basis for assisting with city budget forecasting and service delivery models.

Mr. Garza is actively involved in the daily operations of PVM, meeting daily with management and employees to provide additional direction and ensure the quality and timeliness of the work being performed. He provides technical and managerial advice to the management staff and crews.

MIKE PODEGRACZ – PROJECT MANAGER

Education:	B.S. Civil Engineering, Loyola Marymount University
Yrs. Experience:	43 years
Registration/Licenses:	Licensed Civil Engineer, California, Colorado, Florida and Georgia

SUMMARY OF EXPERIENCE:

Mr. Podegracz served as the City Manager for the City of Hesperia for over 10 years. Some of the major Capital Improvement Projects that were completed during this period included a $27 million railroad grade separation, a new $60 million freeway interchange, a new 58,000 square foot City Hall, a new 20,000 square foot library, a new 43,000 square foot Police Station, a new 18,500 square foot Fire Station, and a new Public Works Corporation Yard.

Prior to serving as City Manager, Mr. Podegracz served as Director of Development Services/City Engineer for the City of Hesperia for 5 years. In this capacity, he served as the Public Works Director and oversaw the operation and maintenance of the City's 500 miles of street, water and wastewater system and storm drains. He also oversaw the implementation of a new Asset and Maintenance Management software system for the entire department.

Prior to working with the City, Mr. Podegracz provided consulting services for over 20 years to governmental clients that included cities, counties, special districts and the federal government.

JOE GARZA – ASSISTANT PROJECT MANAGER

Education:	A.A. Business Management, Don Bosco Technical Institute
Yrs. Experience:	25 Years
Key Qualifications:	Municipal Background, FEMA IS-100 for Public Works trained, Trained first responder for unusual & Hazmat occurrences

SUMMARY OF EXPERIENCE:

Mr. Garza has over 25 years of experience in public works and the construction and maintenance of streets. He is responsible for the project management, personnel, and subcontractors and ensures that project objectives, timelines, and budgets are accomplished. He oversees the timely completion of the work requested and the quality of the work performed by our crews. He monitors and provides budget analysis and meets regularly with the Project Managers and crew members for daily updates on the status of each project. He also oversees PVM's safety plan and training program. **Mr. Garza resides in South Orange County, ensuring immediate response for any calls for service.**

Recent Project Experience

- City of Rancho Santa Margarita's Street & Facility Maintenance Services PVM Project Manager since 2001
- City of Aliso Viejo, Street Maintenance Services- Mr. Garza provides technical assistance & oversight of the PVM contract
- City of Laguna Woods, Street & Infrastructure Maintenance Services- Mr. Garza provides technical assistance & oversight of the PVM contract
- City of Laguna Hills, Street Maintenance Services- Mr. Garza provides technical assistance & oversight of the PVM contract.

JORGE CRUZ – STREET MAINTENANCE SUPERVISOR

Yrs. Experience:	20 Years
Key Qualifications:	Municipal Background, FEMA IS-100 for Public Works trained, Trained first responder for unusual & Hazmat occurrences

SUMMARY OF EXPERIENCE:

Mr. Cruz has over 20 years of experience in street maintenance. He assists with oversight and scheduling the day-to-day operations of the work crew. **Mr. Cruz resides in Aliso Viejo, ensuring immediate response for any calls for service.**

Recent Project Experience

- City of Laguna Hills, Street Maintenance Services- Mr. Cruz serves as Street Maintenance Supervisor for this contract since the transition of the services from the County of Orange. He assists with oversight and scheduling the day-to-day operations of the work crew.
- City of Rancho Santa Margarita's Street & Facility Maintenance Services - Mr. Cruz served as the Street Maintenance Supervisor.
- City of Aliso Viejo, Street Maintenance Services- Mr. Cruz has served as Lead worker and Street Maintenance Supervisor since the transition of services from the County of Orange in 2002
- City of Laguna Woods, Street & Infrastructure Maintenance Services- Mr. Cruz has served as the Supervisor and Street Maintenance Lead worker since the transition of services from the County of Orange in 2013.

FRANTY GOMEZ – LEAD WORKER

Yrs. Experience:	11 Years
Key Qualifications:	Municipal Background, FEMA IS-100 for Public Works trained, Trained first responder for unusual & Hazmat occurrences

SUMMARY OF EXPERIENCE:

Mr. Gomez has over 11 years of experience in public works and the construction and maintenance of streets. **Mr. Garza resides in Aliso Viejo, ensuring immediate response for any calls for service.**

Recent Project Experience

- City of Laguna Hills, Street Maintenance Services- Mr. Gomez responsible for the completion of all City Task Orders and assists with weekly schedules and monthly reports.
- City of Laguna Woods, Street & Infrastructure Maintenance Services- Mr. Gomez ensures City Work Orders are addressed and completed in a timely manner.
- City of Rancho Santa Margarita's Street & Facility Maintenance Services – Mr. Gomez provides as needed services to assist with all aspects of street maintenance.
- City of Aliso Viejo, Street Maintenance Services- Mr. Gomez provides as needed services to assist with all aspects of street maintenance.

Public Agency Experience

The following list contains related projects with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

Some of our references with services similar to those requested by the City of Laguna Hills include:

Joint CAA/PVM References	Services Provided	Years
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	City Engineering & Public Works Environmental Code Enforcement Building & Safety	**20 years**
City of Aliso Viejo Mr. David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100 Aliso Viejo, CA 92656	City Engineering & Public Works City Planning Code Enforcement NPDES/AB 939 Building & Safety	**19 years**
City of Lake Forest Mr. Michael McConaha, Public Works Maintenance Manager (949) 461-3573 100 Civic Center Drive, Lake Forest, CA 92630	Public Works Street Maintenance	**5 years**

Other public agency references include:

CAA References	Services Provided	Years
Town of Apple Valley Ms. Lori Lampson, Assistant Town Manager (760) 240-7000 14955 Dale Evans Parkway Apple Valley, CA 92307	Public Works Town Engineering Traffic Engineering NPDES Building & Safety	**29 years**
City of Mission Viejo Ms. Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Construction Inspection Plan Check Inspection Building & Safety	**23 years**
City of Yucaipa Mr. Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Engineering Support Fire Marshall Services Building & Safety	**26 years**

Town of Yucca Valley Mr. Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Town Engineering Public Works Inspection Building & Safety	**25 years**
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety Public Works Environmental	**28 years**

PVM References	Services Provided	Years
City of Laguna Woods April Baumgarten, Maintenance Programs Analyst (949) 639-0561 24264 El Toro Road, Laguna Woods, CA 92637	Street Maintenance Services	**8 years**
City of Wildomar Dan York, Assistant City Manager (951) 677-7751 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595	Street Maintenance and Maintenance Management Services	**12 years**

CITY OF LAKE FOREST

May 25, 2021

Mayor
Scott Voigts

Mayor Pro Tem
Robert Pequeño

Council Members
Doug Cirbo
Neeki Moatazedi
Mark Tettemer

City Manager
Debra DeBruhl Rose

Mr. Rusty Reed, PE
President
Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Dear Rusty:

I would like to acknowledge the professionalism, diligence, and courtesy that your company, along with your sub-consultant PV Maintenance (PVM), has demonstrated in providing Street Maintenance Services for the City of Lake Forest. The transition from the County of Orange in 2016 was seamless with no inconvenience experienced, but with a substantial increase in productively and personalized service.

The responsiveness to the City's needs is evident in the timely and professional manner in which they complete work orders, usually within 24 hours. Response to any resident calls for service has been immediate. Having their office and warehouses located in and near the City boundaries has facilitated this response.

Their proactive approach to the concerns of the City, such as addressing the litter, debris, graffiti, stickers and weed removal has had an overall positive impact on the general appearance of the City. Their emergency call-out procedures have ensured a quick response to the calls we have received. I would like to point out the excellent service they provided during the fires and evacuations that the City experienced last year. They provided outstanding 24-hour traffic control and support to the Sheriff's Department and the City for several days during the evacuation of several areas of the City.

We are very pleased with the services provided by CAA/PVM and would highly recommend their services to other cities.

Sincerely,

Thomas E. Wheeler, P.E.
Director of Public Works/City Engineer
City of Lake Forest

3. FINANCIAL CONDITION

CAA is a privately-owned company functioning as an "S" corporation. CAA has been financially stable and viable since its inception in 1984. To respect the page limit of this proposal, audited financial statements will be provided separately upon request. As an indication of financial stability, please find below CAA's gross revenue for the last five fiscal years:

- 2020 - $28,533,984
- 2019 - $27,338,926
- 2018 - $26,797,156
- 2017 - $24,570,319
- 2016 - $21,677,040

CAA has never filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors in its 36-year history. CAA has also never had a contract terminated due to the quality of our work or been cited by any governmental agency. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the City.

4. SCHEDULE OF PERFORMANCE

Based on our seven years of serving the City, CAA and PVM are keenly aware of the conditions and the specific needs of the City and its staff. This past experience provides us the unique opportunity of being extremely familiar with City streets, storm drains, and traffic patterns.

As part of the engagement CAA/PVM will provide the following services:

1. Public Works Maintenance Service including all labor, equipment, materials, traffic control, and storm water best management practices, utilizing highly qualified, well equipped and trained staff. All services will be based out of the PVM's existing office and storage facility, which is located approximately 1.5 miles from the City limits.
2. The Notice Inviting Bids indicates an emergency response time of with two hours form notice of the emergency. Because our offices are located adjacent to the City, on-call emergency service will be provided seven days per week/24 hours per day, with a response time of 1 hour or less. Our crews will perform all work necessary to ensure public safety and protection of infrastructure components.
3. Utilize the City's Maintenance and Reporting Software System, Maintenance Connection, to plan, schedule and report work and be accessible to City managers and the public.
4. Record keeping including detailed work records which will be accessible to the City within 24 hours of work completion. These records will form the basis for invoicing and work tracking.
5. Provide quality assurance by CAA and PVM Senior Advisor team.
6. Safe operations, at all times.

CAA/PVM intends to provide the services identified in the tasks listed in City's Notice Inviting Bids and outlined in the proposer bid sheet. Many of the services are scheduled based on:

- Weekly inspections
- Field observations
- Staff needs
- Citizen requests/complaints

Time Frame	Description
Daily	We will track and monitor crew activities, respond to City service requests and Task Orders Investigate resident call-ins
Weekly/On-Going	We will provide and review the schedule with the City and will meet with City staff to discuss schedules and work in progress. On-going task schedules will be based on the fact that approximately one third of the identified work tasks have either a seasonal characteristic or can be scheduled as follows: pre-emergent spraying will occur between March and April; post-emergent spraying will take place between May and September. The painting of traffic lines and markings will typically take place in late summer when school is not in session. City event support will be available annually in July and as needed. Storm patrol will occur between October and April, whereas storm drain cleaning and the inspection of

	underground storm drains will be performed between August and September
Monthly	We will review the City's schedule of work activities, will prepare and submit completed reports, and will prepare and submit billings. A Budget Tracking System will also be in place, which will allow retrieval of all information requested
Annually	We will review the work program and budgets and will evaluate activity standards

5. EQUIPMENT INVENTORY

The following is a partial list of the equipment and related resources that will be available in delivering the street maintenance services that the City is requesting. All maintenance crew trucks will match the City's vehicle colors and will display the City of Laguna Hills seal.

	Description		Condition	Qty.
*	2016	GMC 3500 Stakebed Truck	Excellent	1
	2016	GMC 1500 Pick-up Truck	Excellent	1
	2014	Ford F450 Pick-up Truck	Excellent	1
	2015	Ford F250 Pick-up Truck	Excellent	1
*	2013	GMC 3500 Stakebed Truck	Excellent	1
	2013	GMC Sierra Pick-up Truck	Excellent	1
	2011	Ford F250 Pick-up Truck	Excellent	1
	2010	Ford F150 Pick-up Truck	Excellent	1
*	2009	Ford F350 Stakebed Truck	Excellent	2
*	2009	GMC 3500 Stakebed Truck	Excellent	1
*		GMC 3500 StakebedTruck	Excellent	1
*		GMC 2500 Stakebed Truck	Excellent	1
*		GMC 3500 Stakebed Truck	Excellent	1
*		Ford F350 Stakebed Truck	Excellent	1
		Flashing Arrow Boards	Excellent	4
		John Deere 270 Loader	Excellent	1
		Air Compressors w/hammers	Excellent	1
		John Deere Tractor Loader	Excellent	1
		Zieman Flatbed Trailer	Excellent	1
		Gearmore Flail Mower	Excellent	1
	2013	Gearmore Rotary Mower	Excellent	1
		Concrete Scarifyer	Excellent	4
		Wacker 4" Water Pump	Excellent	1
		Multi 2" Water Pump	Excellent	3
		Wacker Vibratory Plate	Excellent	1
		Stihl Line Blade/Trimmers	Excellent	8
		Stihl Chainsaws	Excellent	9
		Stihl Blowers	Excellent	6
		NorthStar Steam Cleaner	Excellent	1
		Graco LTS17 airless sprayer	Excellent	1

* *Indicates vehicles with an automated truck-mounted arrow board*

We also have a well-stocked inventory of assorted hand tools. Our supply of Traffic Control equipment is extensive and includes: barricades, flooded signs, stop signs, construction warning signs, delineators, flares, cones, and road closed signs. We also have contractual commitments from rental equipment companies to supply specialty equipment as needed

6. ADDITIONAL INFORMATION

CAA/PVM possesses the local experience and expertise the City needs to ensure the highest quality results. Our employees have long tenure with our firms, which assures the City that we will continue to have knowledgeable and well-trained staff serving the residents of Laguna Hills. Our track record in South Orange County and Riverside County is excellent in quality and delivery of services.

Our mission is to:

- Serve the residents of the City of Laguna Hills
- Improve the quality of life of the City's residents by keeping their City litter free
- Remove weeds from the public right-of-way on a continuing basis
- Repair potholes the same day we are notified
- Patch or grind sidewalk displacements on the same day we are notified
- Trim trees clear of the pedestrian and vehicle right-of-way
- Remove graffiti the same day we are notified
- Respond immediately to public requests for service
- Complete Task Order requests in a timely manner
- Create work activity lists to schedule maintenance services through full weekly inspections of the City
- Maintain street signs in clean/new condition
- Respond immediately to emergency call-outs.

Based on our experience, we clearly understand that our operations must fit in with current City practices. We also understand that maintenance activities require flexibility due to the nature of the work and the unpredictability of weather, soil conditions, age of infrastructure, and budgeted funds. As situations arise which are outside the norm, we will communicate with City managers and together determine the most efficient and cost effective course of action to remedy the situation.

The following paragraphs will serve to illustrate our approach in servicing the Citywide Street Maintenance Services contract.

A. Street Maintenance Services

CAA/PVM will provide all resources required for the repair and maintenance services outlined in the City's Notice Inviting Bids through full-time Street Maintenance staff and as directed by task order, Public Works Supervisor, and/or Interim City Manager/Public Services Director including tools, labor, and materials. We will provide highly capable licensed and certified personnel to perform all work in a thorough, competent, and professional manner, including:

- Provide a qualified supervisor with vehicle and equipment
- Perform a complete City tour to inspect public facilities for deficiencies on a regular basis
- Make recommendations for action
- Oversee and/or perform remedial activities
- Provide weekly reports of any discovered deficiencies
- Provide weekly list of proposed activities by work crews
- Prepare a daily detailed report of work performed by each crew

CAA/PVM understands that scheduling of street maintenance will be through the City's work order system. In cases where the CAA Maintenance Supervisor first observes a maintenance need, he will inform the City. All routine work will be scheduled to occur within 2 weeks. In case of an emergency or special request during regular work hours, our crews will respond immediately. CAA/PVM assumes responsibility for the performance of all work completed, as directed by the City, and provide all required resources to ensure the safety of the public and our staff during the performance of our work.

B. Emergency Services

CAA/PVM will provide Citywide Street Maintenance Services as well as Emergency Services, and will provide all the resources necessary to perform the maintenance services in the City of Laguna Hills. PVM's services are based from the established office/warehouse located at 27751 La Paz Rd., in neighboring Laguna Niguel, allowing PVM to provide fast response for all routine maintenance with guaranteed response to emergency call-outs within one hour. Crews will be available during evening, weekend, and Holiday hours in case of emergency. PVM guarantees that all equipment and operations are CAL-OSHA compliant. Additionally, the assigned Lead worker and Supervisor live in Orange County and are assigned well equipped take-home pick up trucks with overhead warning lights to further expedite their response time.

All PVM field crews are experienced in all maintenance activities and certified in traffic control measures, trained in first responder hazardous materials emergency response, confined space entry safety, first aid, and adult CPR/AED. Additionally, our combined staff have assisted in developing storm response protocols for several municipalities, received certification for NIMS disaster protocols and provide on-going refreshers in HAZMAT first responder training. Furthermore, based on our history with the City, we are extremely familiar with identified "storm hot spot" locations within the City to provide immediate responses to these locations. Field crews and supervisors are available 24/7 during evenings, weekends, and holidays. PVM staff prides themselves on performing all work in a thorough, competent, professional, and workmanlike manner. In case of emergency, crews will perform the necessary amount of work in order to ensure the safety of the public and perform any remaining work during normal business hours.

C. Maintenance Management Software System

CAA/PVM has been utilizing the City's Maintenance Management Software (MMS) System, Maintenance Connection, since the City began the utilization of this software. CAA/PVM will continue to cooperate with and utilize this system for the management of all Street Maintenance activities and will provide the licensing of this system.

D. Records/Reporting

CAAPVM will comply with all reporting requirements outlined in the City's Notice Inviting Bids, including weekly and monthly reports of all service activities in an agreed upon report format. CAA will keep detailed work records, which will be accessible to the City within 24 hours of work completion and form the basis for invoicing and work tracking. CAA /PVM will provide reports on all work completed by activity and date as well as monthly billing reports for services rendered, and complies with all prevailing local, State, and Federal wage record-keeping requirements.

CAA's Project Manager will be responsible for coordinating invoicing between the subcontractors and will provide data to CAA's administrative personnel for the preparation of

monthly invoices to the City.

E. Quality Assurance

The Notice Inviting Bids requires that a Quality Assurance Program be developed by the contractor prior to contact initiation. Although this Program is not required to be submitted with our bid proposal, the following is a brief overview of CAA/PVM's Program.

Our Quality Assurance Program begins with the hiring of personnel. It generally takes 6 months to conduct a thorough vetting of a potential hire through background checks and multiple interviews with an emphasis on service. Once hired, the employee will spend at least 6 months working alongside a Senior Lead worker while being monitored by the assigned Project Manager. The new personnel are subject to ongoing training in various skill related subjects as well as leadership, communication and teamwork development.

Our model incorporates delineating the work into the following categories:

- Quantity-based requirement – established as an annual estimated quantity such as pothole patching or sign installation
- Frequency-based – repeat maintenance which is performed on a regular cycle such as storm drain maintenance
- Standard-based – usually hours of time needed to complete an activity such as litter pick-up

Work performance standards have been established to guide the field crews in work procedures and safety standards (example below):

Work Activity: Temporary Cold Patch of AC Pavement	
- Standard Grade Cold Mix – in sacks - Liquid Tack - Truck - Traffic Control Equipment per MUTCD– Residential Streets - Hand Tamp - Miscellaneous hand tools	1. Secure the work area -- includes one lane closure in residential areas 2. Remove debris and loose AC from hole, including water 3. Apply liquid asphalt tack to bottom and sides of hole 4. Fill hole with cold mix AC 5. Compact cold mix with a hand tamp (for larger areas, use track wheels to roll the area 6. Clean up the work area 7. Remove traffic control devices Implement Best Management Practices for NPDES requirements

Our process of quality control is well established through the utilization of:

- Performance Activity and Standards
- Experienced Staff
- Engaged staff taking ownership of the condition of City
- Ongoing Training Program
- Continued communication with the Public Works Director/City Engineer or designee
- Utilizing an experienced Supervisor to provide work quality inspections of work performed

- Inspections and review of completed work orders performed by the assigned PVM Project Manager
- GPS Tracking devices on all vehicles
- Employee evaluations with criteria focused on condition of the City and performance of work orders
- Random inspections by Senior Advisors Mike Podegracz and Joe Garza
- Materials testing as needed

F. Storage Facility/Yard

CAA/PVM understands the City does not have a storage facility or public works yard available, and no equipment or materials should be stored at any time on or in the public street system of the City of Laguna Niguel. CAA/PVM plan to maintain their current office and approximately 4500 SF warehouse located in the neighboring City of Laguna Niguel which is just over 1.5 miles from the City limits. The work crews will continue to begin their work day from within the City, avoiding any loss of service due to travel time to and from an offsite warehouse. This will allow for all tools, materials and equipment to be staged and stored in close proximity to City Hall and readily accessible. In addition, the CAA/PVM storage facility will be made available to the City for indoor storage of materials and supplies for the City's Public Works Department.

G. Safety

CAA will provide the City with a copy of our Safety Plan prior to commencing work and agrees to comply with all applicable local, State, and Federal laws, rules, and regulations in carrying out our services. CAA will take all necessary precautions to ensure the safety of our employees, and will provide safety training, lifesaving equipment and procedures, and agrees that all uniforms shall be CAL OSHA compliant and include ANSI 2010-107 Class III Safety Vests.

H. Labor, Equipment, and Materials

CAA will provide all labor, equipment, materials and supplies to complete each of the work activities defined in the City's Request for Proposal, Appendix A, Scope of Services.

Additional one-man, two-man, and three-man crews will be on-call as determined by workload, as well as emergency crews when needed. Crew sizes can be increased as needed to support the workload. Our crews will be equipped with smartphones and iPads to access work orders and the MMS in the field. Uniforms will be provided and will conform to CAL OSHA as well as ANSI 107-2010 safety guidelines and will reflect a professional image acceptable to the City. CAA/PVM will also maintain all equipment necessary to perform all street maintenance work, and ensure all equipment is CAL OSHA compliant. Vehicles will be provided and are equipped with top mounted warning lights, spill kits, cones, and basic tools as requested by the City. All PVM work vehicles are equipped with GPS units which provides assurance & verification that the tasks requested are being performed. The GPS system will also enable the work crews to more effectively coordinate calls for service.

CAA/PVM understands that the City requires all wages paid under this contract shall be in accordance with Section 1773.2 of the California Labor Code. We understand that this work will be performed under one contract, and not various contracts. CAA/PVM understands that this is a requirement of the State Labor Code, and if not followed, would be a violation of the City policy, contract and agreement.

I. CAA/PVM Best Qualified Firm

The following paragraphs demonstrate why CAA/PVM is the best-qualified service provider for the City.

CAA/PVM has the experience, staffing, and professional relationships to make all the cities we work with a success in all the departments we serve. We believe that as you evaluate service providers, you may very well find that several firms may possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that the CAA/PVM partnership is best qualified to serve you.

CAA/PVM expects and demands that the staff we assign to the City quickly become a productive part of the City Team. Our staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media.

We understand that the individuals assigned to the City must possess:

- On-going training and technical knowledge to perform their work activities
- Demonstrated experience in street maintenance services
- Required licensing to complete the work
- Excellent communication skills and relate well to the Public and City Management
- Motivated with desire to carry out their duties and work cooperatively with City staff

CAA/PVM's project team has all of these skills as well as "hands-on" experience serving the public sector for many years on similar projects. The CAA/PVM team demonstrates this with the following promises:

Service Above and Beyond: CAA/PVM professionals believe that just doing a "good" job is not always enough for our clients. Our aim is to excel. This means that we do not function simply by the language of our contract, but that we constantly look out for the general good of the City, local neighborhoods, and residents. Our employees become part of your team and view themselves as an extension of your staff in carrying out the duties of the City.

Innovations in Service Delivery: CAA /PVM continuously strives for innovations to improve public services. Government must be more accessible to the citizens, more convenient, timelier in responses, more cost effective, and performance oriented. Accountability in government has never been higher than it is today. We want to continue to be your partner in delivering exceptional public service and promoting the City. We pledge the full resources and backing of our firm to assure that the City is able to continually deliver outstanding, cost-effective public service of the highest quality.

7. BID PROPOSAL

Please find the completed Bid Proposal on the following pages, as requested by the City.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE GENERAL STREET 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 Street Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Street Maintenance Services Agreement for a period commencing on August 1, 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: Charles Abbott Associates, Inc. (CAA) DATE June 29th, 2021

CONTRACTOR'S ADDRESS:
27201 Puerta Real #200
Mission Viejo, CA 92691

BY Diann Nolte

TITLE Assistant Corporate Secretary

(Signature)

PHONE (866) 530-4980

BY_____

TITLE_____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

/

/

/

/

Continued next page

CALIFORNIA 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 June 29th, 2021 before me, Sherry Halsey, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared DiAnn Nolte
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.

SHERRY HALSEY
Notary Public – California
Orange County
Commission # 2217670
My Comm. Expires Nov 7, 2021

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 Sherry Halsey
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Laguna Hills-Street Maintenance Bid Proposal

Document Date: June 29th 2021 Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: DiAnn Nolte	Signer's Name: NA
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Asst Corp Secretary	☐ Other: _____
Signer is Representing: CAA	Signer is Representing: _____

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CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name Charles Abbott Associates, Inc. (CAA)

Business Address 27201 Puerta Real #200, Mission Viejo, CA 92691

FAX No. (949) 367-2852 Telephone (866) 530-4980

E-Mail address: rustyreed@caa.inc

State Contractor's License No. and Class # 651840 Class A

Original Date Issued 07/24/1996 Expiration Date 08/31/2022

Years this Company has been in the Maintenance Business 37

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:

Rusty R. Reed, President, 27201 Puerta Real #200, Mission Viejo, CA 92691

Susan Abbott, Secretary, 27201 Puerta Real #200, Mission Viejo, CA 92691

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 Rusty R. Reed
(Print Name)

Rusty R. Reed
(Signature)

TITLE President

DATE 06/30/2021

Continued next page

BIDDER'S NAME: Charles Abbott Associates, Inc. (CAA)

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 Lake Forest

   Address: 100 Civic Center Drive, Lake Forest, CA 92630

   Telephone: (949) 461-3573

   Primary Contact Person/Title: Mr. Michael McConaha, Public Works Maintenance Manager

   Years of service with this Agency: 5 Type of Work: Public Works, Street Maintenance

   Term of Agreement: 5 years Expiration Date: 2022

2. Agency: City of Rancho Santa Margarita

   Address: 22122 El Paseo, Rancho Santa Margarita, CA 92688

   Telephone: (949) 635-1800, ext. 6707

   Primary Contact Person/Title: Cheryl Kuta, Development Services Director

   Years of service with this Agency: 20 Type of Work: City Engineering & Public Works

   Term of Agreement: 5 years Expiration Date: 2024

3. Agency: City of Aliso Viejo

   Address: 12 Journey, Suite 100, Aliso Viejo, CA 92656

   Telephone: (949) 425-2500

   Primary Contact Person/Title: Mr. David Doyle, City Manager

   Years of service with this Agency: 19 Type of Work: City Engineering & Public Works

   Term of Agreement: 5 years Expiration Date: 2026

Continued next page

BIDDER'S NAME: Charles Abbott Associates, Inc. (CAA)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

Diann Nolte, being first duly sworn, deposes and says that he or she is Assistant Secretary 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 Diann Nolte

Diann Nolte
Name (print)

Assistant Secretary
Title

June 29th 2021
Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

CALIFORNIA 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 June 29th 2021 before me, Sherry Halsey, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Diann Nolte
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.

SHERRY HALSEY
Notary Public – California
Orange County
Commission # 2217670
My Comm. Expires Nov 7, 2021

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 Sherry Halsey
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Laguna Hills Street maintenance Bid Proposal

Document Date: June 29th 2021 Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Diann Nolte	Signer's Name: NA
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Assistant Corporate Secretary	☐ Other: _____
Signer is Representing: CAA	Signer is Representing: _____

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CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
Any Bid Items marked as "deleted" shall not be bid

ITEM	ITEM DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	PRICE $
1	Contract Administration	1	LUMP SUM	LS	$32,500.00
2	Arterial Highway Weekly Inspection	52	WEEK	$140.70	$7,316.40
3	AC Pothole Patching - Cold Patch - Temporary	1,400	SQUARE FEET	$16.80	$23,520.00
4	~~AC Pothole Patching - Permanent~~	DELETED	SQUARE FEET		
5	AC Cold Plane up to 1" Depth	20,000	SQUARE FEET	$1.58	$31,600.00
6	Asphalt Concrete Hot Mix 1" Overlay	125	TONS	$231.00	$28,875.00
7	AC Pavement Crack Repair Cleaning & Filling per 12' lane width	50,000	LINEAR FEET	$1.68	$84,000.00
8	~~AC Berm-type D2 8"~~	DELETED	LINEAR FEET		
9	Remove and Replace Curb & Gutter	85	LINEAR FEET	$78.14	$6,641.90
10	~~Repair Drive Approach~~	DELETED	SQUARE FEET		
11	~~Repair Access Ramp~~	DELETED	EACH		
12	Temporary Sidewalk Ramping	100	LINEAR FEET	$18.38	$1,838.00
13	Sidewalk Grinding	500	LINEAR FEET	$10.50	$5,250.00
14	Remove and Replace 4-Inch Sidewalk	1,000	SQUARE FEET	$14.70	$14,700.00
15	~~Repair/Restore Miscellaneous PCC/Brick~~	DELETED	SQUARE FEET		
16	Weed Control (Curb, Gutter, and Parkways)	80	CURB MILE	$137.81	$11,024.80
17a	Supply 12"x18" Standard Traffic Signs For Installation	50	EACH SIGN	$17.83	$891.50
17b	Supply 18"x18" Standard Traffic Signs For Installation	50	EACH SIGN	$26.72	$1,336.00
17c	Supply 18"x30" Standard Traffic Signs For Installation	50	EACH SIGN	$44.55	$2,227.50
17d	Supply 24"x24" Standard Traffic Signs For Installation	50	EACH SIGN	$47.52	$2,376.00
17e	Supply 24"x36" Standard Traffic Signs For Installation	25	EACH SIGN	$71.28	$1,782.00

Continue next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

17f	Supply 30"x30" Standard Traffic Signs For Installation	50	EACH SIGN	$74.24	$3,712.00
17g	Supply 30"x42" Standard Traffic Signs For Installation	25	EACH SIGN	$103.94	$2,598.50
17h	Supply 30"x48" Standard Traffic Signs For Installation	25	EACH SIGN	$118.79	$2,969.75
18	Remove Existing Sign and Install only Standard Traffic Sign	200	EACH SIGN	$40.95	$8,190.00
19	Supply Custom Traffic Signs For Installation	25	EACH SIGN	$118.79	$2,969.75
20a	Supply 6" Street Name Signs For Installation	10	EACH SIGN	$86.00	$860.00
20b	Supply 9" Street Name Signs For Installation	10	EACH SIGN	$108.05	$1,080.50
21	Remove and Replace Street Name Signs	20	EACH SIGN	$77.70	$1,554.00
22	Remove and Replace Custom Traffic Signs	25	EACH SIGN	$70.00	$1,750.00
23	Square Sign Post/Round Street Name Sign Post Installation and Replacement	50	EACH	$140.00	$7,000.00
24	Square Wood Sign Post Installation and Replacement	10	EACH	$140.00	$1,400.00
25	Provide and Install Pedestrian Barricade	5	EACH	$966.00	$4,830.00
26	Nighttime Sign Reflectivity Survey	1	LUMP SUM	LS	$10,000.00
27	Nighttime Streetlight Outage Survey	4	QUARTER	$1,500.00	$6,000.00
28	~~Guardrail Repair~~	DELETED	LINEAR FEET		
29	Sign and Shopping Cart Removal	52	WEEK	$315.00	$16,380.00
30	~~Removal of Markings or Striping~~	DELETED	SQUARE FEET		
31	Replace Raised Pavement Markers	500	EACH	$6.62	$3,310.00
32	~~Layout of New Striping~~	DELETED	LINEAR FEET		
33	Annual Paint Striping	1	LUMP SUM	LS	$78,057.00
34	Annual Paint Stop Bars and Chevrons	9,000	LINEAR FEET	$1.49	$13,410.00

Continue next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

35	Annual Paint White Crosswalks	31,000	LINEAR FEET	$1.38	$42,780.00
36	Annual Paint Yellow School Crosswalks/Ladder	6,700	LINEAR FEET	$1.38	$9,246.00
37	Annual Paint White Standard Legends	1,860	EACH	$55.68	$103,564.80
38	Annual Paint Yellow Standard Legends	40	EACH	$63.95	$2,558.00
39	Annual Paint Curbs	4,400	LINEAR FEET	$1.10	$4,840.00
40	~~Clean Drains By Vacuum Truck/Other Equip~~	DELETED	EACH DRAIN		
41	Clean Drains By Manual Means - Routine	500	EACH DRAIN	$38.00	$19,000.00
42	~~Replace Drain Medallion~~	DELETED	EACH DRAIN		
43	~~Raise Manhole to Grade~~	DELETED	EACH		
44	~~Pre-storm Inspection~~	DELETED	CREW HOURS 1-PERSON		
45	Storm Patrol	8	CREW HOURS 2-PERSON	$150.00	$1,200.00
46	~~Repair Underdrain/Subdrain~~	DELETED	LINEAR FEET		
47	~~Manual Inspection of Underground Storm Drains~~	DELETED	LINEAR FEET		
48	~~Electronic/Video Inspection of Underground Storm Drains~~	DELETED	LINEAR FEET		
49	Removal of Paint or Material Spills	8	HOURS	$327.60	$2,620.80
50	~~Repairs Underground - General~~	DELETED	HOURS		
51	~~Miscellaneous Metal Repairs~~	DELETED	CREW HOUR		
52	Water Truck Operations	8	HOURS	$250.00	$2,000.00
53	City Events Support	8	CREW HOUR	$178.00	$1,424.00
54	Right of Way Trimming	16	CREW HOUR	$165.00	$2,640.00
55	General Labor A	300	CREW HOURS 1-PERSON	$75.00	$22,500.00

Continue next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

56	General Labor B	300	CREW HOURS 2-PERSON	$150.00	$45,000.00
57	~~General Labor C~~	DELETED	CREW HOURS 3-PERSON		

Total Annual Citywide General Street Maintenance Services Bid (in figures): $ $681,324.20

Total Annual Citywide General Street Maintenance Services Bid (in Words):

Six-hundred eighty-one thousand three-hundred twenty four DOLLARS and twenty CENTS

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.

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.

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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 29th 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 DETERMING 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.

CONTRACTOR NAME: Charles Abbott Associates, Inc. (CAA)

By Diann Nolte
Print

Signature

Assistant Secretary
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CALIFORNIA 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 June 29th 2021 before me, Sherry Halsey, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Diann Nolte
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.

SHERRY HALSEY
Notary Public – California
Orange County
Commission # 2217670
My Comm. Expires Nov 7, 2021

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 Sherry Halsey
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: Laguna Hills street maintenance Bid Proposal

Document Date: June 29th 2021 Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Diann Nolte	Signer's Name: NA
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: Assistant Corporate Secretary	☐ Other: _____
Signer is Representing: CAA	Signer is Representing: _____

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EXHIBIT "B"

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

CITYWIDE STREET MAINTENANCE SERVICES

DATED: JUNE 10, 2021

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS FOR CITYWIDE GENERAL STREET MAINTENANCE SERVICES

Issued: June 10, 2021

Bid Opening: July 1, 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 GENERAL STREET MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:

June 10, 2021

Kenneth H. Rosenfield, P.E.
Interim City Manager/Public Services Director
R.C.E. No. 33496
Expires 6/30/22

Date

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE GENERAL STREET 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 Street 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 1st day of July 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 GENERAL STREET 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 routine and specialized work of citywide general street and roadway maintenance services, including, but not limited to, routine inspections of arterial highways, sign maintenance, weed control, AC and PCC repair, catch basin cleaning, storm patrol, grinding of raised sidewalks, crack sealing, painting, and other related maintenance and cleaning activities as authorized by Task Order, and emergency 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 Street 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 Street 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 Street Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications may be downloaded for free from the City's website. 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 10th day of June 2021.

CITY OF LAGUNA HILLS, CALIFORNIA

JENNIFER LEE, ASSISTANT CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES AGREEMENT

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 Street Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF STREET 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 Street 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 Street 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 Street 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 Street 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 General Street Maintenance Services such that the Contractor shall begin work at 12:01 AM on August 1, 2021, for the term as set forth in the Draft Citywide Street 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

GENERAL PROVISIONS
FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Street Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Street 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 the various items of street maintenance services as shown on the Bid Schedule of all designated City Street and Roadways (see Appendix II) as described herein in the Scope of Work to include, but not limited to, routine inspections of arterial highways, sign maintenance, weed control, AC and PCC repair, catch basin cleaning, storm patrol, grinding of raised sidewalks, crack sealing, painting, and other related maintenance and cleaning activities as authorized by Task Order, and emergency maintenance on a 24-hour per day basis, (the "Project"), all in accordance with the Bid Proposal. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain the public facilities 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 routine street maintenance. No Extraordinary Work shall be performed unless first authorized by the issuance of a Task Order.

4. AWARD OF CITYWIDE STREET 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 Street 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 Street Maintenance Services Agreement, which is subject to change upon final.

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 August 1, 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 contracted monthly amount for monthly routine street maintenance for the price proposed and, separately, for any extraordinary 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 GENERAL STREET MAINTENANCE

Routine General Street Maintenance shall consist of daily, weekly, monthly, quarterly, and annual street and roadway maintenance services of all City streets as identified in the various listing in Appendix II and as further defined in the Scope of Work herein. Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the unit price bid for routine monthly street 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 routine work shall include, but not be limited to, the following:

A. GENERAL STREET MAINTENANCE SERVICES

1) Provide all needed resources including but not limited to labor, equipment, tools, and materials directly for the repair and maintenance services as directed by Task Order.
2) Take responsibility for the performance of work as directed by the City.
3) Provide all required resources for the safety of the public and your staff during the work.
4) Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
5) Perform all work in a thorough, competent, professional and workmanlike manner.
6) Provide a labor force with training and licensure commensurate with the work they will perform.

B. EMERGENCY SERVICES

1) Provide on-call emergency services to the City as required and determined by the City. Crews shall be available during evening, weekend, and holiday hours in case of emergency or as requested

by City.

2) Crews shall respond to the scene of the emergency within two (2) hours of call-out and shall be compensated a minimum of four (4) hours of labor for any given call-out.
3) The Contractor is to assure that adequate response and resources will be dedicated to the City of Laguna Hills to the satisfaction of the City.
4) Crews shall perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a Task Order basis during normal working hours.

C. MAINTENANCE MANAGEMENT SYSTEM

1) Provide the licensing and funding of the existing City's maintenance management system, web-based CMMS, as provided by Accruent and operating under the name Maintenance Connection for the duration of the Agreement.
2) Allow historical tracking of work requested, planned, and completed by City employees.
3) City employees shall have real-time access to the system.
4) System is to be maintained by the Contractor, with data being owned by the City.
5) Access should be provided for Citizens to make requests through the City's website.
6) Specific details are outlined in the Scope of Services.

D. RECORDS/ REPORTING

1) Report all work completed by activity and date, provide weekly reports to the City, and submit a monthly, itemized report of all service activities to the City. On the initial submittal with the City, confirm the acceptable format and content to be included. Utilize this agreed upon format for the monthly reporting and otherwise adjust as requested.
2) Maintain records of all work completed by activity and date, and provide regular reports to the City on all work order activity progress.
3) Provide copies of all records and data, as requested by the City, within two working days.
4) Comply with all prevailing local, State, and Federal wage record-keeping requirements as more particularly required in the Draft Citywide Street Maintenance Agreement (APPENDIX I).
5) Provide monthly billings to the City for services rendered following an agreed upon procedure for review of such billings.
6) Provide a work tracking/billing system with capabilities of retrieving information, at a minimum, on work completed by activity, project, location, date, duration (in hours), and personnel that completed the activity.
7) All work completed shall be invoiced to the City within 30 days of work

completion.

E. QUALITY ASSURANCE

1) Develop a quality assurance program that includes routine and random inspection of work and material testing during and after the work and at intervals consistent with best management practices and the requirements of the Engineer. Quality shall meet or exceed standards listed in the scope of work.
2) Compare work processes and methods with best management practices and develop recommendations for improvement to refine work done for the City. Provide a system to identify acceptable work and work to be rejected and repeated.
3) Program shall be documented and submitted to the City for approval prior to initiating any work. The program shall then be a guide for quality implementation of all work done by the Contractor.
4) Report work quality monitoring in a standard format on a monthly basis demonstrating quality assurance. Meet with City representatives monthly to indicate work completed and quality of service provided along with any planned actions for improvement.

F. STORAGE FACILITY/ YARD

The City does not have a storage facility or public works yard. No equipment, materials or supplies shall be stored at any time on or in the public street system. The Contractor shall not store any materials or equipment within the City of Laguna Hills unless they contract with a private property for that need. The use of that property shall conform to the City's Zoning Code. The City shall be advised of any location within the City of Laguna Hills that is being used for staging of equipment, storing supplies, or manning of resources.

G. SAFETY

1) Safety Plan: Contractor must have a current documented safety plan. The Contractor shall provide a copy of the Safety Plan to City and provide monthly reports summarizing the weekly safety meetings with employees, safety compliance and any actions taken to conform to the safety plan.

2) The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out services, the Contractor shall, at all times, comply with all applicable local, State, and Federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: Adequate life protection and lifesaving equipment and procedures; Instructions in accident prevention

ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as necessary or lawfully required to prevent accidents or injuries; Adequate facilities for the proper inspection and maintenance of all safety measures; All employees at all times shall wear ANSI 2015-107 Class II vests while working.

H. LABOR, EQUIPMENT, AND MATERIALS

1) Personnel: Provide all labor, equipment, materials and supplies to complete each service as defined in the Scope of Services on a unit price basis. In addition, provide a one-person, two-person, and three-person crews to be on-call, as determined by workload. Crews will be available on a 24-hour basis including evening, weekend, and holiday hours for emergencies.
2) Communication: Smart cellular phones shall be compatible with the City's work request system, and the Contractor shall ensure all personnel have smart phones. Cell phones must be able to communicate via e-mail. Cell phones shall have the capability to take photographs, geo-locate the photograph and be used in documenting work.
3) Uniforms: Uniforms worn by all personnel shall be CAL OSHA Compliant and reflect a professional image acceptable to the City. All personnel shall wear ANSI 2015-107 Class II Safety Vests at all times. Vests shall be replaced on a regular basis to maintain their condition in a "like-new" condition.
4) Equipment: Equipment necessary to perform the work shall beless than five years old during the life of this Agreement, be well maintained and CAL OSHA compliant. Vehicles shall be equipped with top mounted warning lights (rotating beacon) visible for 360 degrees.
5) Wage Requirements: In accordance with the provisions of Section 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages, as determined by the State Director of Industrial Relations, are available on the Internet at the World Wide Web Site of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research. It shall be mandatory for the Contractor to whom the contract is awarded and for any subcontractor under him to comply will all provisions of the California Labor Code relating to prevailing wage rates, as applicable. See additional requirements in the Draft Citywide Street Maintenance Services Agreement (APPENDIX I).
2. Vehicles: Must be equipped with spill kits, cones, and basic tools for any potential work that is to be done within the City's limits.

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.

1. 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.

2. 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.

3. Extraordinary work shall only include work not included in the routine street maintenance work as defined herein.

4. 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.

5. 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.

6. 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 Contractor 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 blockage or debris in the street system. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the functionality of the street 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 maintain the street in good operating condition shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine street 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 Street Maintenance Services Agreement, which is subject to change upon final.

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.

12. EMERGENCY 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.

13. 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.

14. DRESS CODE AND APPEARANCE

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 street 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 Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

15. 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.

16. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any area. If such work effects the provisions of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

17. CITY LIAISON

The City representative and the Contractor's Supervisor will meet on a monthly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of street maintenance.

18. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions. As needed, the work will 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.

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 OF WORK

Notwithstanding other provisions in the Notice Inviting Bids and Specifications for Citywide General Street Maintenance Services in which the specified work has a defined schedule, Task Order work that is not otherwise emergency work shall be scheduled to begin as soon as reasonably possible but not more than 10 working days after the issuance of a Task Order for said work. The work shall be completed in an expeditious manner meeting all quality standards referenced in the document. Exceptions to the above-stated timeframe include Bid Item #3, AC Pothole Patching - Cold Patch - Temporary, and Bid Item #12, Temporary Sidewalk Ramping, which shall each be completed within two working days after issuance of a Task Order. The timeframe for response for other items of work not otherwise defined, as designated by issuance of a Task Order, such as for Bid Items 55 and 56 (General Labor), may require response times to begin the work within two working days as designated by the City.

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 Maintenance Schedule Chart describing maintenance 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 maintenance operations.

21. REPORTS AND SCHEDULES

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 routine Street Maintenance and recommendations to resolve non-standard findings.

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 AND SPECIAL SKILLS

The Contractor shall assign a supervisor of field technicians to assure performance of the street 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.

23. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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.

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 Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
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
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

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.

26. CONSTRUCTION EQUIPMENT

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.

27. 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.

28. NOISE CONTROL REQUIREMENTS

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 producing noise are restricted to the hours of 7:00 a.m. to 7:00 p.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.

29. WATER QUALITY REQUIREMENTS

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.

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CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE GENERAL STREET 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 Street 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 the following Bid Proposal pages.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE GENERAL STREET 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 Street Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Street Maintenance Services Agreement for a period commencing on August 1, 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 GENERAL STREET MAINTENANCE SERVICES
Any Bid Items marked as "deleted" shall not be bid

ITEM	ITEM DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	PRICE $
1	Contract Administration	1	LUMP SUM	LS	
2	Arterial Highway Weekly Inspection	52	WEEK		
3	AC Pothole Patching - Cold Patch - Temporary	1,400	SQUARE FEET		
4	~~AC Pothole Patching - Permanent~~	DELETED	SQUARE FEET		
5	AC Cold Plane up to 1" Depth	20,000	SQUARE FEET		
6	Asphalt Concrete Hot Mix 1" Overlay	125	TONS		
7	AC Pavement Crack Repair Cleaning & Filling per 12' lane width	50,000	LINEAR FEET		
8	~~AC Berm type D2 8"~~	DELETED	LINEAR FEET		
9	Remove and Replace Curb & Gutter	85	LINEAR FEET		
10	~~Repair Drive Approach~~	DELETED	SQUARE FEET		
11	~~Repair Access Ramp~~	DELETED	EACH		
12	Temporary Sidewalk Ramping	100	LINEAR FEET		
13	Sidewalk Grinding	500	LINEAR FEET		
14	Remove and Replace 4-Inch Sidewalk	1,000	SQUARE FEET		
15	~~Repair/Restore Miscellaneous PCC/Brick~~	DELETED	SQUARE FEET		
16	Weed Control (Curb, Gutter, and Parkways)	80	CURB MILE		
17a	Supply 12"x18" Standard Traffic Signs For Installation	50	EACH SIGN		
17b	Supply 18"x18" Standard Traffic Signs For Installation	50	EACH SIGN		
17c	Supply 18"x30" Standard Traffic Signs For Installation	50	EACH SIGN		
17d	Supply 24"x24" Standard Traffic Signs For Installation	50	EACH SIGN		
17e	Supply 24"x36" Standard Traffic Signs For Installation	25	EACH SIGN		

Continue next page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

17f	Supply 30"x30" Standard Traffic Signs For Installation	50	EACH SIGN		
17g	Supply 30"x42" Standard Traffic Signs For Installation	25	EACH SIGN		
17h	Supply 30"x48" Standard Traffic Signs For Installation	25	EACH SIGN		
18	Remove Existing Sign and Install only Standard Traffic Sign	200	EACH SIGN		
19	Supply Custom Traffic Signs For Installation	25	EACH SIGN		
20a	Supply 6" Street Name Signs For Installation	10	EACH SIGN		
20b	Supply 9" Street Name Signs For Installation	10	EACH SIGN		
21	Remove and Replace Street Name Signs	20	EACH SIGN		
22	Remove and Replace Custom Traffic Signs	25	EACH SIGN		
23	Square Sign Post/Round Street Name Sign Post Installation and Replacement	50	EACH		
24	Square Wood Sign Post Installation and Replacement	10	EACH		
25	Provide and Install Pedestrian Barricade	5	EACH		
26	Nighttime Sign Reflectivity Survey	1	LUMP SUM	LS	
27	Nighttime Streetlight Outage Survey	4	QUARTER		
28	~~Guardrail Repair~~	DELETED	LINEAR FEET		
29	Sign and Shopping Cart Removal	52	WEEK		
30	~~Removal of Markings or Striping~~	DELETED	SQUARE FEET		
31	Replace Raised Pavement Markers	500	EACH		
32	~~Layout of New Striping~~	DELETED	LINEAR FEET		
33	Annual Paint Striping	1	LUMP SUM	LS	
34	Annual Paint Stop Bars and Chevrons	9,000	LINEAR FEET		

Continue next page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

35	Annual Paint White Crosswalks	31,000	LINEAR FEET		
36	Annual Paint Yellow School Crosswalks/Ladder	6,700	LINEAR FEET		
37	Annual Paint White Standard Legends	1,860	EACH		
38	Annual Paint Yellow Standard Legends	40	EACH		
39	Annual Paint Curbs	4,400	LINEAR FEET		
40	~~Clean Drains By Vacuum Truck/Other Equip~~	DELETED	EACH DRAIN		
41	Clean Drains By Manual Means - Routine	500	EACH DRAIN		
42	~~Replace Drain Medallion~~	DELETED	EACH DRAIN		
43	~~Raise Manhole to Grade~~	DELETED	EACH		
44	~~Pre-storm Inspection~~	DELETED	CREW HOURS 1-PERSON		
45	Storm Patrol	8	CREW HOURS 2-PERSON		
46	~~Repair Underdrain/Subdrain~~	DELETED	LINEAR FEET		
47	~~Manual Inspection of Underground Storm Drains~~	DELETED	LINEAR FEET		
48	~~Electronic/Video Inspection of Underground Storm Drains~~	DELETED	LINEAR FEET		
49	Removal of Paint or Material Spills	8	HOURS		
50	~~Repairs Underground - General~~	DELETED	HOURS		
51	~~Miscellaneous Metal Repairs~~	DELETED	CREW HOUR		
52	Water Truck Operations	8	HOURS		
53	City Events Support	8	CREW HOUR		
54	Right of Way Trimming	16	CREW HOUR		
55	General Labor A	300	CREW HOURS 1-PERSON		

Continue next page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES
CONTINUED

56	General Labor B	300	CREW HOURS 2-PERSON		
57	~~General Labor C~~	DELETED	CREW HOURS 3-PERSON		

Total Annual Citywide General Street Maintenance Services Bid (in figures): $_____

Total Annual Citywide General Street Maintenance Services Bid (in Words):

_____DOLLARS and _____CENTS

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.

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.

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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 DETERMING 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.

CONTRACTOR NAME: _____

By _____
Print

_____
Signature

_____
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS
FOR
CITYWIDE GENERAL STREET MAINTENANCE SERVICES

SCOPE OF WORK

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, Standard Specifications, the Draft Street Maintenance Services Agreement and Appendices establish the standards and specifications (hereinafter "specifications") for street and roadway maintenance for the City of Laguna Hills.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the street maintenance, as set forth in this specification, and in keeping with the highest standards of quality and performance.

The street maintenance firm/contractor (Contractor) shall perform routine scheduled general maintenance, extraordinary maintenance, emergency repairs and technical support for the City of Laguna Hills (City) on a Task Order basis. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain the specified public right of way facilities in accordance with the proposal and the scope of work.

The Contractor will provide General Street Maintenance Services, as determined by the City of Laguna Hills on a Task Order Basis, in accordance with this Scope of Services. Included in this work is the requirement that the Contractor shall be required to provide the ongoing licensing and fees for the City's currently in use Maintenance Management System (MMS) to document all work performed, scheduled and implemented and provide independent Quality Assurance for work quality control. The MMS database will be used to record and report costs, labor hours, materials, scheduling, and planning. The units of measurement described herein shall be inclusive of all costs including, but not limited to, labor, materials, equipment, markups and profit. The MMS is Maintenance Connection by Accruent.

Contractor shall take note that no work shall be performed without the issuance of a Task Order, except for specified emergency work, and that the City has the authority to issue Task Orders for work in any quantity. While some work items, such as Bid Item #3 and Bid Item #12, may be issued in units only needed to address one location of work resulting in a short, partial day, duration of required labor, the City will endeavor to issue Task Orders for other work that would fulfill a half day or up to a full day of work for labor efficiency purposes, when feasible, in consultation with the Contractor. Bidder shall take this information into account when establishing their Unit Price Bids.

The services to be provided as shown below are to follow identified job standards, specifications, and industry requirements. Each work task listed below is defined with a reporting unit, a general description, and performance quality requirement. The latest edition of the Standard Specifications for Public Works Construction and/or the Caltrans Standard Specifications, and

related Standard Plans and Special Provisions, as solely selected by the Engineer, as modified by the Engineer and selected by the Engineer to be most appropriate for the work, shall govern the work.

I. GENERAL

1. Compensation For Maintenance

City will compensate Contractor for monthly general routine maintenance at the contract monthly unit prices per the Bid Proposal. Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service as specified per Task Order and no extra compensation will be allowed as more particularly described in the Agreement.

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. Any items not covered shall require a bid proposal and approval by the Director of Public Services or his authorized representative. All work 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 unit price, or as needed 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 Agreement. 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%.

2. 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 in a good and workmanlike manner all City facilities defined herein in accordance with the proposal and the defined scope of work.

The Contractor shall provide to their Staff the use digital cameras that can clearly record damaged or inventoried facilities and provide visual records relating to work requests submitted to the City. Contractor shall have and monitor a local telephone number, fax number and email address.

3. Personnel

The Contractor shall have available at least two (2) full-time Staff to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 7:00 p.m. weekday working hours of this Agreement. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Services or designee. All personnel shall be trained and supervised on the use of all necessary equipment including health and safety procedures.

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 maintenance and repair services as requested by the City. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors and technicians 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 as well as for access to the Maintenance Management System.

5. Response Criteria for Requested Services

Whenever the Contractor receives requested 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 one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

6. Maintenance Records

Contractor shall maintain a record of all service calls and work listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use. The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual and show all chargeable. This record shall include the date and time of day the work was performed, the description of work performed, and the name of the Staff that performed the work. All of this information shall be uploaded to the Maintenance Management System related to each Task Order on a continuing and timely basis.

7. Activities Report

Two monthly reports providing a complete record of all work performed on the City's Facilities and a status of pending Task Orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include: Location of each separate service; Date and approximate time for the service; Reason for the service; Identification of the type of service (Routine, Extraordinary and/or Emergency); Status of repair (complete or temporary) for Temporary-Estimated date of final repairs; Who called in the request for service – OC Sheriff's Report Number; Name of Staff performing the service; Number of hours spent for each service, time and date stamped photograph of the work area/damaged facilities and manufacturers serial numbers of all new equipment installed.

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete Task Orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include: Location of pending work; Date of authorization; Reason the work is incomplete; Estimated date when the service will be completed.

8. 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 staff shall, at all times, wear ANSI 107-2015, Class II safety vests.

9. General Routine Maintenance

The Contractor shall provide a continuing, comprehensive, general routine inspection and maintenance services as specified by Task Order to eliminate or reduce hazards.

10. Notifications

On a monthly basis, the Contractor shall report to the Director of Public Services or his authorized representative the Task Order work completed in the previous month and shall

confirm the Maintenance Management System is up to date. No work shall proceed without the Director of Public Services or his authorized representative's written authorization via a Task Order, except in emergencies and/or when the immediate response is required to prevent injury to persons or property damage.

11. Emergencies

The Contractor shall respond immediately to emergency calls when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal working hours or within two (2) hours during after hours, weekends or holidays.

II. TASK ORDER WORK DEFINITIONS/SPECIFICATIONS

1. Contract Administration (Units: Lump Sum - per year payable in equal monthly increments) Define Unit: Lump sum fee per year payable in equal monthly installments for all-inclusive administrative work to support and fulfill the required street maintenance services as specified by Task Order.

This fee shall include all costs of mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling services, providing licensing fees and supporting the City's Maintenance Management System (Maintenance Connection by Accruent), compliance with all NPDES water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work. A certified Project Management Professional or equivalently qualified individual shall act as the Firm's contract manager and shall be responsible for the administration of the services defined herein.

Quality Requirements: General quality requirements would be to manage, plan, organize, schedule and track work as well as communicate and coordinate with the City of Laguna Hills and others routinely while providing status and other requested reports on all work efforts. All work to be to the satisfaction of the Engineer.

2. Arterial Highway Weekly Inspection (Units: Weekly) Define Unit: Weekly fee for a full year payable in equal monthly installments for all-inclusive field inspection and administrative work to perform Arterial Highway Weekly Inspections and drain inspection as specified by Task Order.

This activity encompasses the inspection of all arterial highways, each Monday morning, (or in the case of a Monday Holiday as observed by the City of Laguna Hills, Tuesday morning), between the hours of 7:00 am and 11:00 am, a one person crew shall drive all of the City's arterial highways, from City border to City border, to inspect and identify any Traffic Control Device damages, knockdowns or anomalies (herein variances) and report the need for their

repair to the Engineer. One or more drain inlet locations shall also be inspected weekly as directed. This work shall include delineating the location of the variances with Traffic Cones and/or Type II Barricades, as appropriate, to temporarily address the immediate safety issue created by the variance, photographing the site, documenting the conditions, and immediately reporting the findings to the Engineer.

Quality Requirements: At the end of the work session, the area of the variance shall be temporarily made safe, the area should be cleaned of debris, and a report of the variance shall be made to the Engineer. All work to be to the satisfaction of the Engineer.

3. AC Pothole Repair - Cold Patch - Temporary (Units: Square Feet) Define Unit: This is measured by the amount of Asphalt Concrete potholes patched in square feet, regardless of depth as specified by Task Order. The surface area will be measured by square feet. The payment shall be for the square feet of pavement patched, regardless of the final depth.

This activity encompasses hand patching of potholes, small depressions, and edge breaks in roadway surfaces using Permapatch or Aquaphalt. This activity is performed in order to temporarily prevent further deterioration of the pavement. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, drying the area to be patched, patching depressions or minor cracking and cleaning the site. Temporary cold patch shall be guaranteed to perform satisfactorily for up to six (6) months. During the guarantee period, the Firm shall bear all costs to maintain the temporary cold patch to the City's satisfaction.

Quality Requirements: At the end of the work session, proper compaction will be attained, with the temp AC a minimum of 1/8 inch and a maximum of 1/4 inch above existing AC and all the loose debris removed from the work area. The patch area shall have a service life for a minimum of six months or the deficient area must be repaired at no cost to the City. All work to be to the satisfaction of the Engineer.

4. AC Pothole Patching - Permanent (Units: Square Feet) Define Unit: This is measured by the number of potholes patched in square feet as specified by Task Order. The surface area will be measured by square feet. The payment shall be for the square feet of pavement patched, regardless of the depth.

This activity encompasses minor permanent patching of potholes, depressions, and edge breaks in roadway surfaces using hot mix asphalt concrete to provide a smooth driving surface. This includes clearing and grubbing, saw cutting, excavation, hand patching and minor skin patching of potholes, small depressions and edge breaks in roadway surfaces to provide a smooth driving surface. This is performed to prevent further deterioration of pavement. This will include, but is not limited to, various subtasks for proper planning and performing the work including patching depressions or deteriorated pavement. The Firm shall submit the Asphalt Concrete Mix Design in accordance with Greenbook Standard Specifications as required to construct the work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited, to various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, performing saw cutting of the designated pavement area (if any),

placement of the asphalt concrete overlay by a fully operational self-propelled paving machine, compact the overlay to 95% relative compaction, restore existing pavement markings with roadway striping, clean the work site and remove USA markings. The cost to restore final striping and painting of legends and markings shall be paid under that specific work activity. Permanent pothole patching shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the permanent pothole patching to the City's satisfaction.

Quality Requirement: At the end of the work session, proper compaction will be attained, with the AC a minimum of 1/8 inch and a maximum of 1/4 inch above existing AC all the loose debris removed from the work area and the permanent patch installed to a sawcut joint. The patch area shall have a service life for a minimum of 12 months and any deficient area must be repaired at no cost to the City by the Firm. All work to be to the satisfaction of the Engineer.

5. AC Cold Plane up to 1" in Depth (Units: Square Feet) Define Unit: This is measured by the amount of asphalt concrete area in square feet that is cold planed in preparation of an Asphalt Concrete Hot Mix Overlay as specified by Task Order. The surface area will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This item shall consist of traffic control, clearing and grubbing, cold planing of up to 1" of existing asphalt concrete surfacing, removal of debris, traffic control, street sweeping and the temporary replacement of removed striping by repainting of replacement striping. Limits of the pavement removal will be marked by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, performing cold planing of the designated pavement area, removal of the existing asphalt concrete, cleaning the site by street sweeping and temporary repainting of existing pavement markings and striping (tabs not accepted) and clean the work site. Asphalt concrete shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the asphalt concrete to the City's satisfaction.

Quality Requirement: At the end of each work session, the cold planed asphalt concrete shall be removed and be ready to accept an asphalt concrete hot mix overlay pursuant to the specifications above, a level surface will be achieved, the work site cleaned, all debris removed, and traffic control restored. All work to be to the satisfaction of the Engineer.

6. Asphalt Concrete Hot Mix 1" Overlay (Units: Tons) Define Unit: This is measured by the amount of asphalt concrete area in net tons that is to be placed as specified by Task Order. The tonnage will be measured by certified weigh tickets.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This item shall consist of cleaning of the limits of the area to receive the AC overlay, clearing and grubbing, routing, cleaning and sealing all cracks, placement of the Asphalt Concrete Hot Mix overlay, compacting the overlay to 95% relative compaction, providing traffic control and repainting all markings, legends and striping, installing raised pavement markers and

cleaning the site. Limits of the pavement overlay will be marked by the Engineer. The pavement edge joins and match lines shall be neatly and cleanly made. A tack coat of grade SS-1h emulsified asphalt shall be applied to all surfaces prior to placement of new AC, with the exception that tack coat is not required to be applied to aggregate base surfaces. The Firm shall submit the Asphalt Concrete Mix Design in accordance with Greenbook Standard Specifications as required to construct the work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited, to various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, performing saw cutting of the designated pavement area (if any), placement of the asphalt concrete overlay by a fully operational self-propelled paving machine, compact the overlay to 95% relative compaction, restore existing pavement markings with roadway striping, clean the work site and remove USA markings. The cost to restore final striping and painting of legends and markings shall be paid under that specific work activity. Asphalt concrete overlay shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain or restore the asphalt concrete to the City's satisfaction.

Quality Requirement: At the end of each work session, AC overlay shall be placed pursuant to the specifications above, a level surface will be achieved with no more than a 1/8" variation in ten linear feet as solely determined by the Engineer, the work site cleaned, debris removed and traffic control restored. All work to be to the satisfaction of the Engineer.

7. AC Pavement Crack Repair Cleaning & Filling (Units: 12-Foot Wide Lane Linear Feet).
Define Unit: This is measured by the amount of crack sealant in linear lane feet that is used to repair pavement cracks as specified by Task Order. The surface length will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This is the operation of clearing and grubbing and applying joint filler into pavement cracks to prevent and protect the pavement from decay. All cracks that are 1/8 inch in width or larger shall be routed, blown clean with a hot air lance and filled with hot asphalt-rubber sealant material. Wide cracks should be filled with patch material. Prior to the application of hot asphalt-rubber sealant, joints and cracks shall be routed and cleaned to remove dust, dirt, moisture, and foreign material or old sealant. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, router all cracks greater than 1/8", clean crack using compressed air, apply crack seal so there is a smooth finish, restore any affected pavement legends or striping, and then clean the work site. Pavement filling shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the pavement filling and refill any depressed filled cracks to the City's satisfaction.

Quality Requirements: At the end of the work session, a level surface will be achieved, cracks shall be filled to prevent moisture from the sub base, the work site cleaned, debris removed, cracks repaired pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the Engineer.

8. **AC Berm – T ype D2 8 ”** (Units: Linear Feet) Define Unit: This is measured by the amount asphalt concrete in linear feet that is used to repair streets as specified by Task Order. This will be performed on an as requested basis.

Work under this subsection shall include saw cutting, removal of AC Berm as directed by the Inspector, compacting disturbed subgrade, forming and placement of PG 64-10 Type 3 B3 AC for new berm.

Quality Requirements: At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, berm installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the Engineer.

9. **Remove and Replace Curb and Gutter** (Units: Linear Feet) Define Unit: This is measured by the amount of curb and gutters removed and installed in linear feet as specified by Task Order. The surface length will be measured in linear feet. The height of the curb may variously be 6", 8", or the height to match the existing curb height with no change in compensation.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair of damaged or deteriorated concrete curb and gutter to ensure proper drainage flow including forms and concrete work. This includes clearing and grubbing, removal of tree roots within the two feet of the curb and AC Slot Repair. As directed, remove curb and gutter when sections are damaged, raised or lowered, and water flow is impaired or diverted. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joins, removing the concrete and asphalt concrete, setting forms, pouring and finishing the curb and gutter, concrete to be 520-C-2500 with Type V cement, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and removal of USA markings. Curb and getter shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the curb and gutter to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the Engineer.

10. **Repair Drive Approach** (Units: Square Feet) Define Unit: This is measured by the amount of drive approach area in square feet that is to be removed and replaced as specified by Task Order. The surface area will be measured in square feet. The thickness of drive approaches shall be 6" or greater to match existing.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal and replacement of driveways to replace damaged or deteriorated sections, removal of roots and AC slot paving. This is performed to provide for level transition from the driveway to the street. This includes clearing and grubbing, removal operations including the adjacent curb and gutter and one-foot width of asphalt concrete by the length of the curb and placement of the new concrete and AC. This includes clearing and grubbing, removal of tree roots within the two feet of the drive approach and the installation of the AC slot repair. This service is provided when a driveway has been damaged, and movement of users is impaired, as determined by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement area, placement of designated concrete driveway, placement of adjacent curb and gutter and asphalt concrete, setting forms, pouring and finishing the driveway and curb and gutter, concrete to be 560-C- 3250 with Type V cement, re-pavement of the asphalt concrete, flow checking the gutter, cleaning the work site and removal of USA markings. Drive approach shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the drive approach to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, gutter flow checked, the work site cleaned, debris removed, drive approach replaced pursuant to proper standards and specifications, and traffic control restored. All work to be to the satisfaction of the Engineer.

11. Repair Access Ramp (Units: Each) Define Unit: This is measured by the completion of each access ramp removed and replaced as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal and replacement of deteriorated ramps as directed by the Engineer. The repair of access ramps shall meet Americans with Disability Act (ADA) standards and 2010 Caltrans Standard Plans and is performed on an as needed basis when requested by the City. This includes clearing and grubbing, the removal of the adjacent curbs and gutters including a one-foot width of asphalt concrete along the length of the curb and adjacent sidewalk as necessary to meet grade and placement of the new concrete and AC. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement and concrete areas, removal of concrete and adjacent curb and gutter, removal and replacement of the asphalt concrete and sidewalk, setting forms, pouring and finishing the necessary ramp, placement of a cast-in-pace Armor-tile Blue Truncated Dome Panel including pouring adjacent sidewalk as necessary to meet grade, pouring curb and gutter, concrete to be 520-C-2500 with Type V cement, repaving the asphalt concrete, flow checking the gutter, cleaning the work site and removal of USA markings. The access ramp shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the access ramp to the City's satisfaction.

Quality Requirements: At the end of the work session, a tapered ramp is achieved, adjacent sidewalks are level, the gutter is flow checked, the work site is cleaned, removing all debris, and the access ramp is replaced pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

12. Temporary Sidewalk Ramping (Units: Linear Feet) Define Unit: This is measured by the completion of the placement of temporary ramping materials across the width of a raised sidewalk panel and its immediate adjacent sidewalk panel, as needed, regardless of the width of the raised area as specified by Task Order. The width can range from four feet to ten feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the placement of temporary ramping material (asphalt concrete, concrete, epoxy or other acceptable material) at a raised sidewalk joint in order to address uneven, displaced sidewalks, as designated by the Engineer. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, cleaning the site, removing loose materials and the placement of temporary ramping materials to resolve a raised sidewalk panel until permanent repairs can be scheduled. The work shall be guaranteed to perform satisfactorily for up to six (6) months. During the guarantee period, the Firm shall bear all costs to maintain the Temporary Sidewalk Patching to the City's satisfaction.

Quality Requirements: At the end of the work session, a tapered sidewalk is created to eliminate uneven, displaced sidewalks, as designated by the Engineer. The work site is cleaned, removing all debris, and the work area is completed to proper standards and specifications. All work to be to the satisfaction of the Engineer.

13. Sidewalk Grinding (Units: Linear Feet) Define Unit: This is measured by the completion of each sidewalk grinding location as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the grinding of concrete sidewalks to provide a smooth surface free of edge displacement. This activity is performed on uneven, displaced sidewalks, as designated by the Engineer. The Firm may also be issued a directive to perform sidewalk grinding in a designated neighborhood including fully documenting each location of grinding before grinding is performed to the satisfaction of the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, grinding of concrete sidewalk or other concrete areas by mechanical means ranging in width from four feet to ten feet, and cleaning the work site. Sidewalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the sidewalk to the City's satisfaction.

Quality Requirements: At the end of the session, level surface will be achieved, the work site will be cleaned removing all debris, and sidewalk grinding shall be completed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

14. Remove and Replace 4-Inch Sidewalk (Units: Square Feet) Define Unit: This is measured by the amount of sidewalk area in square feet that is to be removed and replaced as specified by Task Order. The surface area will be measured in square feet. The sidewalk depth shall be 4" nominal.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair of sidewalks by replacement of damaged or deteriorated sections. This is performed to provide a level transition from slab to slab. This is also done to repair sidewalks that have been raised or lowered and the movement of pedestrians is impaired as determined by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, provide an alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal of the full section of concrete, removal of all roots to a depth of four inches below the bottom of the sidewalk, installing root barriers as directed, pouring of new concrete with a 520-C-2500 concrete with Type V cement to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings. Sidewalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the sidewalk to the City's satisfaction.

Quality Requirements: At the end of the work session, the sidewalk will be repaired following standards and regulations so that it blends with adjacent sidewalk and curbs, the work site is cleaned, and debris removed. All work to be to the satisfaction of the Engineer.

15. Repair/Restore Miscellaneous PCC/Brick (Units: Square Feet) Define Unit: This is measured by the amount of concrete and/or brick area in square feet that is repaired as specified by Task Order. The surface area will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair or replacement of damaged or deteriorated concrete or brick structures in the street area. This is performed as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, performing saw cutting of the designated pavement area, removing and replacing the damaged concrete, brick (including both flat and vertical brick installations), or patterned and colored stamped concrete as designated (hardscape), concrete to be 520-C-2500 with Type V cement, remove the hardscape, setting forms, pouring and finishing the hardscape with matching colors and materials, cleaning the work site and removing USA markings. Concrete and/or brick shall be guaranteed to perform satisfactorily for up to

twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the concrete and/or brick to the City's satisfaction.

Quality Requirements: At the end of the work session, a concrete or brick structure is completed pursuant to the work request, hardscape is finished with matching color and materials, the work site is cleaned removing all debris, and concrete and/or brick shall be constructed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

16. Weed Control - Curb and Gutters and Parkways (Units: Curb Mile) Define Unit: This is measured by the amount of weed control area in linear curb mile of curbs, gutters, and parkways as specified by Task Order. The surface area will be measured in curb mile with a width of 1 foot.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses all applications of herbicides to control unwanted vegetation in roadbed, medians, curb and gutter, sidewalk and un-landscaped parkways including pre-emergent and contact spraying. All roadways are sprayed two times a year following a routine plan as approved by the Engineer. This must be performed or supervised by a person with a State of California Qualified Applicators Certificate. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing protective clothing, perform work while supervised by a person with State of California Qualified Applicators Certificate, use appropriate Best Management Practice's (BMP's) and utilize an approved weed control chemical. Treated areas shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the treated areas to the City's satisfaction.

Quality Requirements: At the end of the work session, weeds should be sufficiently removed, so as to provide a clean appearance and improve accessibility to the area where they were removed from, and weeds shall be sprayed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

17. Supply Standard Traffic Signs For Installation (Units: Each Sign) Define Unit: This is measured by each standard sign supplied (not installed) per size specified below as specified by Task Order. See Appendix for listing of the City sign inventory. Installation shall be per separate unit price item. This will be performed on a Task Order basis.

a. 12”x18”
b. 18”x18”
c. 18”x30”
d. 24”x24”
e. 24”x36”
f. 30”x30”
g. 30”x42”
h. 30”x48”

This activity encompasses the procurement of standard California MUTCD traffic signs to the City based on the sizes matching existing installations. Signs supplied for installation shall utilize the highest grade of materials available on the market including aluminum signs with the highest available reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years.

Quality Requirements: At the end of the work session, the highest quality sign shall be provided, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

18. Remove Existing Sign and Install Standard Traffic sign (Units: Each Sign) Define Unit: This is measured by each standard sign removed and replaced (labor only) not including sign posts (separate bid item) as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance, repair, replacement, and installation of California MUTCD standard traffic signs, street name signs, and guide markers. See Appendix for the signage inventory. This activity includes the removal and replacement of damaged signs, the placement of new signs on existing posts (or new posts by separate bid item), and maintenance of signs and posts. The replacement of damaged stop signs and posts shall be completed within 24 hours of the issued Task Order and all other signs will be installed in accordance with the regular schedule of activities as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, removal of signs and posts, installation of signs and posts, and performing routine maintenance as directed and removal of USA markings. Signs replaced/installed shall utilize the highest grade of materials available on the market including aluminum signs with high reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the sign to the City's satisfaction.

Quality Requirements: At the end of the work session, proper signage should be posted, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

19. Supply Custom Traffic Signs For Installation (Units: Each Sign) Define Unit: This is measured by each custom sign supplied (not installed) for other than standard sign sizes, see Appendix for sign inventory. This will be performed on an as requested basis by Task Order.

This activity encompasses the procurement of custom traffic signs, and guide markers to the City. Signs supplied for installation shall utilize the highest grade of materials available on the market including aluminum signs with high reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years.

Quality Requirements: At the end of the work session, the highest quality sign shall be provided, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

20. Supply Street Name Signs For Installation (Units: Each) Define Unit: This is measured by each street name sign supplied (not installed). This will be performed on an as requested basis by Task Order for the following sign blade sizes, regardless of length.

a. 6" blade height
b. 9" blade height

This activity encompasses the procurement of street name signs per OCPW standard plan 1407 to the City, either 6" or 9" blade size as specified. Signs supplied for installation shall utilize the highest grade of materials available on the market including aluminum signs with high reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years.

Quality Requirements: At the end of the work session, the highest quality sign shall be provided, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

21. Remove and Replace Street Name Sign (Units: Each Sign) Define Unit: This is measured by each street name sign removed and replaced (labor only but not including sign post which is a separate bid item of work). This will be performed on an as requested basis by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance, repair, replacement, and installation of street name signs per OCPW standard plan 1407. This activity includes the removal and replacement of damaged signs. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, removal of signs and posts, installation of signs and posts, and performing routine maintenance as directed and removal of USA markings. Signs replaced/installed shall utilize the highest grade of materials available on the market including aluminum signs with high reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the sign to the City's satisfaction.

Quality Requirements: At the end of the work session, proper signage should be posted, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

22. Remove and Replace Custom Traffic Signs (Units: Each Sign) Define Unit: This is measured by each custom sign removed and replaced (labor only but not including sign post which is a separate bid item). This will be performed on an as requested basis by Task Order.

This activity encompasses the removal and replacement of custom street signs. Removal and replacement includes the installation of a sign and proper disposal and recycling of materials as determined by the Engineer. See Appendix for the Sign Inventory. The signs will be installed in accordance with the regular schedule of activities as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, removal of signs, installation of signs, and performing routine maintenance as directed. During the guarantee period, the Firm shall bear all costs to maintain the sign to the City's satisfaction.

Quality Requirements: At the end of the work session, proper signage should be posted, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

23. Square Sign Post/Round Street Name Sign Post Installation and Replacement (Units: Each) Define Unit: This is measured by each steel sign post procured, installed and replaced, as specified. This will be performed on an as requested basis by Task Order.

This activity encompasses the procurement, installation and replacement of posts for both standard and custom street signs. Installation and replacement include the disposal and recycling of post materials as determined by the Engineer.

Quality Requirements: At the end of the work session, the post shall be properly installed and proper signage posted, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

24. Square Wood Sign Post Installation and Replacement (Units: Each) Define Unit: This is measured by each sign post procured, installed and replaced. This will be performed on an as requested basis as specified by Task Order.

This activity encompasses the procurement, installation and replacement of posts for both standard and custom street signs per CalTrans standard RS2. Installation and replacement include the disposal and recycling of post materials as determined by the Engineer.

Quality Requirements: At the end of the work session, the post shall be properly installed and proper signage, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

25. Provide and Install Pedestrian Barricade For Installation (Units: Each) Define Unit: This is measured by each pedestrian barricade supplied and installed (not including replacement of sidewalk areas which is a separate bid item). This will be performed on an as requested basis by Task Order.

This activity encompasses the procurement and installation of pedestrian barricades per CalTrans standard ES-7Q and removal of any existing damaged pedestrian barricade, if any. Barricades supplied for installation shall utilize the highest grade of materials available on the market and shall be guaranteed to perform satisfactorily for up to five (5) years.

Quality Requirements: At the end of the work session, the barricade shall be properly installed, the area should be cleaned of debris, and signs associated with the barricade shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

26. Nighttime Sign Reflectivity Survey (Units: Lump sum) Define Unit: This activity of visual inspection is to be completed on an annual basis, and once per five years for sign by sign sample testing of reflectivity, to review the reflectivity of all MUTCD signage in the City to establish and monitor a baseline reflectivity standard in compliance with FHWA standards as specified by Task Order. Nighttime surveys can occur monthly, quarterly or annually as selected by the Firm. Payment for this work shall be paid on a prorated basis equivalent to the interval selected.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the nighttime inspection and testing of 100% of the City's MUTCD signage on an annual basis. The work shall, utilizing standards developed by FHWA or other agency as approved by the Engineer, test the nighttime reflectivity of all City signage utilized for Traffic Control per the California MUTCD. The testing equipment shall be documented to be current and capable of testing to the standards established by FHWA. Any signage not meeting the reflectivity standard shall be fully identified and submitted to the Engineer for replacement approval. No signage shall be replaced without the Engineer's designation.

The Firm may utilize approved FHWA criteria to evaluate reflectivity. (http://safety.fhwa.dot.gov/roadway_dept/night_visib/retrotoolkit/moreinfo/maint/assessment.htm} They should choose to perform visual nighttime inspections or measure the retroreflectivity using a portable retroreflectometer or obtain approval by the Engineer as follows:

a. Visual Nighttime Inspection Method: Once per year, this method assesses the visibility and retroreflectivity of the traffic signs as the inspector approaches the sign. All signs must have retroreflectivity levels at or above the minimum levels. One of three procedures shall be conducted in addition to visual inspection following MUTCD checklists. The three acceptable methods are the Calibration Signs Procedure, Consistent Parameters Procedure, and Comparison Panels Procedure.

b. Measured Retroreflectivity Method: Once per five years, all signs must have retroreflectivity levels at or above the minimum levels. Signs shall be measured using a handheld retroflectometer following ASTM E1709, Standard Test Method for Measurement of Retroreflective Signs Using a Portable

Retro reflectometer. A sign needs to be replaced if the average retro reflectivity value is less than the appropriate minimum level.

Quality Requirements: At the end of the work session, annually, every traffic control sign in the City shall be observed for nighttime reflectivity and once per the Term of this Agreement, every traffic control sign shall be tested for retroreflectivity. All work to be to the satisfaction of the Engineer.

27. Nighttime Streetlight Outage Surveys (Units: Quarterly) Define Unit: This activity is to be completed on a quarterly basis (January, April, July, October) to review the operational status of street lights and safety lights on every public street in the City in both the SCE and SDG&E service territories as specified by Task Order. The payment shall be paid on a quarterly basis per issued Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the nighttime inspection of every street light and safety light on all public streets in the City of Laguna Hills on a quarterly basis and reporting any outages to the responsible party. The City is serviced by both SCE and SDG&E for general street lighting. The City is responsible for all Safety Lights at traffic signals, Bridge Underdeck lights and the El Toro Road median island streetlights, decorative and area lights. The light outages shall be reported to the responsible party and the repair completion shall be monitored and reported to City.

Quality Requirements: At the end of the work session, quarterly, every streetlight and safety light associated with public streets in the City shall be inspected and outages reported to the responsible party to the satisfaction of the Engineer.

28. Guardrail Repair (Units: Linear Feet) Define Unit: This is measured by the amount of guardrail repaired in linear feet as specified by Task Order. The length will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the installation and repair of structurally damaged guard or bridge rail sections and posts to prevent vehicle access. A repair response is required within 24 hours on structurally damaged guardrails. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, removal and replacement of damaged guardrail sections as designated in accordance with Caltrans Standards, setting forms, pouring and finishing the hardscape, if any, restoring landscaping or irrigation damage, if any, and cleaning the work site. Guardrail shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the guardrail to the City's satisfaction.

Quality Requirements: At the end of each work session, the site should be clean, correct signs and markers replaced on the barricades and guardrails, the overall construction should be strong, and the guardrail shall be repaired pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

29. Sign and Shopping Cart Removal (Units: Weekly) Define Unit: This is a weekly activity payable in monthly installments. All efforts include removal of illicit signs in the public right of way, removal of stickers on street signs and signal poles and shopping cart removal will be covered under this activity as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal of illicit signs and shopping carts to ensure public safety and to enforce City codes. This activity is to be performed on Monday mornings of every week and is used for removal of unauthorized signs and stickers and shopping carts from street right of ways as defined in the Laguna Hills Municipal Code. A one-person crew shall be sent every Monday morning to patrol the Arterial Highways and remove the signs and shopping carts, store the signs and shopping carts for 30 days at a location acceptable to City for retrieval by the owners, discard signs and shopping carts not collected after 30 days and provide a weekly activity report of all signs and shopping carts collected by the end of the day of the Monday following the weekly Monday sign removal. Note that certain "Real Estate Open House" signage is allowed to be in designated locations of the City street areas and are not to be removed. Note that during "Election Season," no political signs shall be removed unless site specific direction is provided by the Engineer.

Quality Requirements: When work is completed, all unapproved signs and shopping carts will be removed from the Arterial Highways. All work to be to the satisfaction of the Engineer.

30. Removal of Markings or Striping (Units: Square Feet) Define Unit: This is measured by the amount of markings or striping in square feet to be removed by wet sandblasting as specified by Task Order. The surface area of the paint to be removed will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the temporary painting over of traffic markings or lane striping on the traveled portion of the roadway to temporarily remove markings and/or lane striping that are to be moved or eliminated followed by permanent removal by wet sandblasting. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, applying black flat paint for the markings to be removed pursuant to a coordinated schedule for the new installation of markings and striping, and permanent removal by wet sandblasting within 14 calendar days of the temporary painting over of the markings or lane striping. Removal work is to include street sweeping to removal all debris. Work is to be performed during either daytime or nighttime work hours, as directed by the Engineer. Marking and striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the markings and striping to the City's satisfaction.

Quality Requirements: At the end of each session, markings or striping should be removed so that the public cannot see them to ensure safety, comply with standards and specification, and the work area should be cleaned of all debris. All work to be to the satisfaction of the Engineer.

31. Replace Raised Pavement Markers (RPM's) (Units: Each Marker) Define Unit: This is measured by the completion of each RPM replaced in kind as specified by Task Order. This work will be grouped to occur at various locations to provide the Firm with a minimum of one eight-hour labor shift per task order for work efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the installation and replacement of raised pavement markers on new and existing delineated roadways. The Firm shall install new raised pavement markers after roadway repairs or to replace worn out markers as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and placement of raised pavement markers per task order. Three test specimens may be randomly selected from the sample for each test except as otherwise specified and tested for conformance with Greenbook standards and specifications. If any one of the three specimens fails to comply with the requirements of the specifications, the failure shall be a basis for rejection of the entire lot or shipment represented by the sample. RPM's shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the RPM's to the City's satisfaction.

Quality Requirements: At the end of each session, RPM's should be replaced or maintained so that the public can see them with proper reflectivity to ensure safety, conform to standards and specifications, and the work area should be cleaned of all debris. All work to be to the satisfaction of the Engineer.

32. Layout New Striping (Units: Linear Feet) Define Unit: This is measured by the amount of new striping and pavement legends in linear feet to be installed as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. The work includes the pre-marking of lane lines following construction activity or for the installation of new striping to provide a guide for striping operations as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and placement of striping guide lines (cat-tracking) per plans as provided by the Engineer.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, create straight and neat paint guide lines, and otherwise have the work area ready to receive lane lines and marking painting. All work to be to the satisfaction of the Engineer.

33. Annual Paint Striping (Units: Annual Lump Sum) Define Unit: This is measured by the lump sum completion of annual painting of all existing lane lines on every street in the City as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to fully evaluate the quantity of work and meet the quality requirement. This activity encompasses painting traffic lines to provide defined travel lanes and proper vehicle guidance. This includes annual restriping of all existing citywide painted stripes, regardless of color, type or location and the placement of new striping as designated by the Engineer. See Appendix for a summary inventory of existing striping, legends and markings by color and type. It is the Firm's sole responsibility to understand the scope of the work and the quantity of work to be done. The lump sum payment for the annual paint striping is deemed to include all existing striping on every City street whether or not it is represented on Appendix.

Striping shall occur once per year on an agreed schedule. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting of all lane striping City-wide on an annual basis with approved paint materials and approved paint thickness. Repainting of existing painting shall be done in one coat. Painting new striping shall be done with two coats of paint which application shall be separated by seven calendar days. A three-inch black stripe shall be painted between all double yellow striping. Arterial Highways shall be painted during nighttime work hours. Collector and Residential streets shall be painted during daytime work hours.

The Firm shall submit to the Engineer certified copies of the manufacturer's test reports and Material Safety Data Sheet (MSDS) showing conformance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in no more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. All striping shall be reflectorized. Striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the striping, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, paint all existing striping throughout the City once per year and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

34. Annual Paint Stop Bars and Chevrons (Units: Linear Feet) Define Unit: This is measured by the amount of stop bars and chevrons painted in linear feet for traffic markings as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting stop bars on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual and as designated restriping of existing citywide stop bars and chevrons. See Appendix for a summary inventory of existing striping, legends and markings. This activity is for stop bars and chevrons only; crosswalks and standard markings are covered under separate activities. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white stop bars and chevrons city wide on an annual basis with approved paint materials and approved paint thickness. Repainting shall be done in one coat. New Painting of stop bars and chevrons shall be done with two coats of paint which application shall be separated by seven calendar days. All paint shall be reflectorized.

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. Work on Arterial Highways shall be performed during nighttime work hours. Work on collector and residential streets shall be performed during daytime work hours. Stop bars and chevrons shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the painted areas, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

35. Annual Paint White Crosswalks (Units: Linear Feet) Define Unit: This is measured by the amount of white crosswalk length in linear feet for traffic markings as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting or refurbishing crosswalks on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of existing citywide crosswalks and as designated by the Engineer. See Appendix for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements.

This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white crosswalks city wide on an annual basis with approved paint materials and approved paint thickness. All painting shall be reflectorized. Repainting shall be done in one coat. New painting of crosswalks shall be done with two coats of paint, and application shall be separated by seven calendar days.

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM 0711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. Work on Arterial Highways shall be performed during nighttime work hours. Work on collector and residential streets shall be performed during daytime work hours. Crosswalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the crosswalk, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

36. Annual Paint Yellow School Crosswalks (Units: Linear Feet) Define Unit: This is measured by the amount of yellow school crosswalk length in linear feet inclusive of ladder stripes for traffic markings as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting yellow crosswalks on the traveled portions of the highway to provide defined markings for vehicle and pedestrian control. This the annual repainting of existing citywide School Crosswalks and as designated by the Engineer. See Appendix for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all yellow school crosswalks City-wide on an annual basis during the month of August with approved paint materials and approved paint thickness. Repainting shall be done in one coat. New painting of yellow crosswalks shall be done with two coats of paint which application shall be separated by seven calendar days. All painting shall be reflectorized. The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best

management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM 0711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Crosswalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the crosswalk, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

37. Annual Paint White Standard Legends (Units: Each) Define Unit: This is measured by the completion of each white standard or oversized legend painted as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting white traffic markings on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of existing citywide Legends and as designated. See Appendix for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white standard legends city wide on an annual basis with approved paint materials and approved paint thickness. All paint shall be reflectorized. Repainting shall be done in one coat. New painting of legends shall be done with two coats of paint which application shall be separated by seven calendar days. All painting of Legends shall meet the size and shape of existing City Legends whether or not the Legends are standard size or oversized. A legend is defined as a whole word such as "25," "Stop," "Ahead," or "Signal," regardless of the number of letters painted, and including all types of painted arrows.

The Firm shall submit certified copies of the manufacturer's test reports and the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a “no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All

white paint shall contain at least 12 percent titanium dioxide. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Legend shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the legend, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session the Firm should follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

38. Annual Paint Yellow Standard Legends (Units: Each) Define Unit: This is measured by the completion of each yellow standard legend painted as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting yellow traffic markings on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of all yellow standard legends and as designated by the Engineer. See Appendix for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. All painting of Legends shall meet the size and shape of existing City Legends. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all yellow standard legends city wide on an annual basis during the month of August with approved paint materials and approved paint thickness. Repainting of existing legends shall be in one coat. New painting of yellow standard legends shall be done with two coats of paint which application shall be separated by seven calendar days. All paint shall be reflectorized. A legend is defined as a whole word such as "Slow," "School," or "Xing," regardless of the number of letters painted,

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Legend shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the legend, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight

and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

39. Annual Paint Curbs (Units: Linear Feet) Define Unit: This is measured by the amount of curb and gutter in linear feet painted per color designated on an annual basis. The top of curb will be measured for surface length in linear feet as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the painting of curbs with various colors to enforce parking regulations on an annual basis and as designated by the Engineer. See Appendix for a summary inventory of existing striping, legends and markings. The curb surface must be prepared by cleaning or scraping prior to applying paint. The application of appropriate curb paint shall be done with rollers or airless paint spray equipment as requested by the City. Curbs are painted on an annual basis based on inventory and new assignments are painted pursuant to work as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of temporary no parking zones and traffic control, cleaning and scraping the existing painted curb prior to applying new paint, applying two coats of new paint, protecting all adjacent surfaces from paint overspray, and removal of traffic control after the paint has dried. Curb painted shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the curb paint to the City's satisfaction.

Quality Requirements: At the end of the work session, the curb will be painted pursuant to the specifications and standards, painted with requested color, the work site is cleaned, and curbs shall be painted pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

40. Clean Drains by Vacuum Truck/Other Equipment (Units: Each Drain) Define Unit: This is measured by each drain or catch basin or inlet cleaned with a Vacuum Mounted Truck and related equipment as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the cleaning of drains, catch basins, drainage inlets, pipes, down drains and storm drainage lines with a vacuum truck to insure the drainage system is functioning at full capacity. See Appendix for a listing of all inlet locations. This work task shall not be utilized unless it is demonstrated to the City's satisfaction that the manual "Clean Drains by Manual Means - Routine" was unable to satisfactorily complete the work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing proper safety equipment, utilizing confined space entry safety standards, as required, and use of appropriate BMP's.

Quality Requirements: At the end of each work session, storm drains should be cleaned by removing any debris from the work site cleaned, and drains shall be cleaned pursuant to proper

standards and specification with full documentation of the quantity of materials removed. All work to be to the satisfaction of the Engineer.

41. Clean and Inspect Drains by Manual Means - Routine (Units: Each Drain) Define Unit: This is measured by each drain or catch basin or inlet cleaned by manual labor and hand tools as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the annual inspection and manual cleaning of drains, catch basins, inlets, grates, screens, inserts, pipes, down drains, and storm drainage lines to insure the drainage system is functioning at full capacity. See Appendix H for a listing of all inlet locations. Drains are manually checked and cleaned pursuant to a drain cleaning inventory and the work is to be completed between June 1st and September 3rd of each calendar year. Upon completion of cleaning, a written inspection report of any damage found or missing drain stencils or bolts shall be submitted to the City within 30 days. A second report for volume of debris collected will also be submitted to the City. The debris report shall be broken down by volume and type of debris by location. Recurring problem drains are checked and cleaned (as required) after storms. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing proper safety equipment, utilizing confined space entry safety standards, and use of appropriate BMP's. Drains shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the drain to the City's satisfaction.

Quality Requirements: At the end of each work session, storm drains should be cleaned removing any debris, work site cleaned, drains shall be cleaned pursuant to proper standards and specifications and the quantity of debris removed shall be fully documented. All work to be to the satisfaction of the Engineer.

42. Replace Drain Medallion (Units: Each Drain) Define Unit: This is measured by the completion of each drain medallion installation, and the proper documentation to the City of Laguna Hills as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance of storm drain medallions (provided by City) throughout the City to provide public awareness about storm water. The drainage inlet curb surface should be prepared by cleaning, scraping, or washing prior to application of medallion. Medallions shall be installed using an epoxy based adhesive. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and applying drain medallion pursuant to the work request. During the guarantee period, the Firm shall bear all costs to maintain the medallion to the City's satisfaction.

Quality Requirements: At the end of each work session, storm drain inlets shall be marked with approved City medallion and work area should be clean. All work to be to the satisfaction of the Engineer.

43. Raise Manhole to Grade (Units: Each) Define Unite: This is measured by the completion of each storm drain manhole/access structure raised to grade with grade rings with a grade difference of one inch to twelve inches from existing condition as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses all labor, equipment and materials to excavate existing storm drain manhole/access structures in order to raise the surface of the structure to existing grade from one inch to twelve inches in grade change and the restoration of the site including related concrete and/or asphalt concrete work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, clearing and grubbing, inspecting the storm drain manhole/access structure to determine the amount of grade adjustment required, or MNWD sewer manhole or ETWD sewer manhole, excavating the structure, providing grade rings and mortar to adjust the grade as needed, compacting the work site, restoring the existing concrete and asphalt concrete in a neat and clean manner and cleaning the site.

Quality Requirement: At the end of each work session, storm drain manhole/access structures are to be flush with adjacent grade to the satisfaction of the Engineer.

44. Pre-Storm Inspection (Units: One Person Crew Hours) Define Unit: This is measured by the number of hours needed for pre-storm inspections including all labor, equipment and materials to perform the work as defined as specified by Task Order. This includes a maximum of one person for 80 hours during normal business hours to conduct the necessary inspections. See Appendix.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a one-person crew, vehicle, and equipment necessary to site visit approximately 30 drainage inlet locations to determine their condition prior to winter storm events. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including inspecting storm drains, photographing findings, and producing an inventory to the City of drain inlets which may require attention during storm events. Work is to be completed annually during the month of September. Thereafter, the City will issue Task Orders as necessary to prepare the drain inlets for the winter storm season as designated by the Engineer.

Quality Requirement: At the end of each work session, drain inlets are inspected and photographed to create a document and inventory of all drain inlets susceptible to inundation, siltation, clogging and overflow during certain storm events.

45. Storm Patrol and Emergency Repair (Units: Two Person Crew Hours) Define Unit: This is measured by the number of hours needed for storm patrol and emergency repair including all labor, equipment and materials to perform the work as defined as specified by Task Order. This requires a two-person crew to conduct the necessary inspections with an annual estimated need of 30 crew hours, subject to substantial rain events, day or night. See Appendix.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a two-person crew, vehicle, hand equipment and materials necessary to perform a site visit to any inlet identified as not operational during a storm event and to take actions required to clear the drain for proper drainage flow. See Appendix for a listing of typical locations to inspect. This is an emergency service that shall be provided within two-hours of notice and shall continue until the storm event has passed. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including inspecting storm drains, photographing findings, and evaluating and performing maintenance/cleaning of drain inlets that are not operation during a storm event. This is an on-call emergency activity which may occur during the daytime or nighttime.

Quality Requirement: At the end of each work session, the drain is cleared of debris to ensure storm water is not backed up causing flooding and drains are photographed to create a document and inventory of all problem drain inlets. All work to be to the satisfaction of the Engineer.

46. Repair Underdrain/Subdrain (Units: Linear Feet) Define Unit: This is measured by the amount of underdrains repaired in linear feet as specified by Task Order. The surface length along the alignment of the drain will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair and/or installation of underground drainage systems to provide effective subsurface ground water control. This is performed when persistent surface and subsurface ground water is damaging streets or creating a hazard. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, clearing and grubbing, establishment of proper traffic control, performing saw cutting of the designated pavement area, removal of asphalt concrete or concrete, if any, locating the damaged pipe and/or installing all necessary pipes and fittings to complete the system, placing base materials, repaving the asphalt concrete, cleaning the work site and removing USA markings. Underdrain shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underdrain to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, necessary pipes and fittings installed, the work site cleaned, removing all debris, and underdrain shall be repaired pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

47. Manual Inspection of Underground Storm Drains (Units: Linear Feet) Define Unit: This is measured by the amount of storm drains in linear feet maintained or inspected by a crew of a size necessary to safely enter into confined spaces as specified by Task Order. This is measured in linear feet from the start to the end of the pipeline inspected. A minimum of four hours of time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a crawling or walking inspection of underground storm drain facilities of 36" or greater in diameter or dimension for general conditions of facility, structural soundness, construction defects, blockages, illicit connections, and general acceptability for City acceptance and maintenance. Re-inspection is done as required until deficiencies have been repaired. The job and work must follow identified job standards, specifications, and industry and regulatory safety requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including providing workers trained and certified in confined space entry to inspect, traffic control, photographing and report on the condition of storm drain lines, and cleaning work site when inspection is completed.

Quality Requirements: At the end of each work session, storm drain lines are inspected, photographs taken, and a report is presented to the Engineer on the condition of the storm drain lines. All work to be to the satisfaction of the Engineer.

48. Electronic Video Inspection of Underground Storm Drains (Units: Linear Feet) Define Unit: This is measured by the amount of storm drain in linear feet inspected with video or electronics as specified by Task Order. This is measured from the start to the finish of the pipeline inspected. A minimum of four hours of time will be scheduled for this activity for work efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses electronic/video inspections of storm drains less than 36" diameter or dimension for general conditions of facility, structural soundness, construction defects, blockages, illicit connections and general acceptability for maintenance. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including providing workers trained and certified in confined space entry to inspect, video recording, photographing and reporting on the condition of storm drain lines, traffic control and cleaning work site when inspection is completed.

Quality Requirements: At the end of each work session, appropriate BMP's are used to inspect storm drain lines to produce a video that can be downloaded and stored on the City's computer. All work to be to the satisfaction of the Engineer.

49. Removal of Paint or Material Spills (Units: Hourly Rate) Define Units: This is measured by the number of hours taken to complete the sandblasting or otherwise removal of paint or

material spills and cleaning up the debris as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing wet sandblasting or other removal methods of paint or material spills including all traffic control, street sweeping, and clean-up. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing the proper safety equipment, and the use of appropriate BMPs to remove existing traffic control marking so that they are not visible to the public. This activity includes the removal of any hazardous materials or debris that does not belong in the roadway. Removal shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the paint or material spills to the City's satisfaction.

Quality Requirement: At the end of each work session, existing traffic control marking are removed so that they are not visible to the public, and/or hazardous materials and all debris, including sand, are removed from the roadway. All work to be to the satisfaction of the Engineer.

50. Repairs Underground - General (Units: Hours) Define Unit: This is measured by the number of hours taken to complete each underground repair made as specified by Task Order.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. All work associated with the repair of storm water, storm drain, inlet, or drainage conveyance, including manholes, joints, pipes, and steps. This is performed when indicated on the inspection report from the City. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, utilizing concrete, mortar, epoxy or other fill materials appropriate for the work, patching, miscellaneous metal work, restoring metal access steps, repairing joints, provide an alternate pathway for pedestrians, repairs on any impacted irrigation, and cleaning the work area. Underground repair shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underground repair to the City's satisfaction.

Quality Requirements: At the end of each session, original structural and hydraulic capacity of the original operation is established and reported for the storm water system. All work to be to the satisfaction of the Engineer.

51. Miscellaneous Metal Repairs (Units: Hours) Define Units: This is measured by the number of hours of a crew, regardless of size of crew, taken to complete each metal repair as specified by Task Order. A minimum of four hours will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. All work associated with the repair of miscellaneous metals including but not limited to pedestrian protection rails, gates, storm drain inlet protection bars and similar miscellaneous work. The job and work must follow identified job standards, specifications, and industry

requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, utilizing field welding, metal bending and metal fabrication to repair and replace miscellaneous metals as designated by the Engineer. Repairs shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underground repair to the City's satisfaction.

Quality Requirements: At the end of each session, original structural condition of the repaired miscellaneous metal shall be restored to the original operational intent. All work to be to the satisfaction of the Engineer.

52. Water Truck Operations (Units: Hours) Define Unit: This is measured by the number of hours spent on water truck operations including all labor, equipment, materials and the cost of water necessary to perform the work as defined as specified by Task Order. A minimum of four hours of time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing manual watering as directed by the City. This includes acquiring a construction water meter from either the El Toro Water District or Moulton Niguel Water District, as appropriate, providing water to meet compaction test requirements, landscape or tree irrigation and cleaning of sites. The job and work must follow identified job standards, specifications, industry requirements and NPDES Best Management Practices.

Quality Requirements: At the end of each work session, water is provided to specified location, task is completed pursuant to the Task Order, and work area is cleaned of debris. All work to be to the satisfaction of the Engineer.

53. City Events Support (Units: Crew Hours) Define Unit: This item is measured in crew hours for the support of the City's 4th of July event. Performed on an annual basis as specified by Task Order.

This activity includes assistance for pre-planning of event, setup, takedown and clean up for the City's Fourth of July Event. Items include traffic control equipment, setup and removal, supply equipment, placement, placement and removal of covers on "NO PARKING SIGNS" signs, R26, on both sides of Paseo De Valencia from Alicia Parkway to La Paz Road and removal of crowd control measures, as directed by City Staff. This event is held either on a weekend and/or holiday. The 4th of July event requires supplying 250 traffic cones, 50 Type 1 barricades and 1 "NO LEFT TURN", R3-2, sign attached to barricade and 1 "NO RIGHT TURN", R3-1, sign attached to barricade, a water truck and operator, a minimum staff of 2 crew members, 1 supervisor, and materials for 10 hours. Water truck shall be paid per Water Truck Operations and man hours shall be paid per bid item for General Labor B.

Quality Requirements: At the end of the event all City streets should be free of traffic control measures. All work to be to the satisfaction of the Engineer.

54. Right of Way Trimming (Unit: Crew Hours) Define Unit: This is measured by the

number of hours spent on right of way trimming of shrubs, bushes and trees that hang from private property over City sidewalks in various locations as specified by Task Order. Work to be done as directed on a quarterly basis with a crew as necessary to clear sidewalk areas to a height of nine feet over sidewalk and flush with right of way and 15' over travel lanes. A minimum of four hours of time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing manual labor to trim shrubs, bushes and trees clear of the right of way and at nine feet above sidewalk and 15' over travel lanes. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, clearing and grubbing, the safe utilization of cutting tools and the elimination of debris.

Quality Requirements: At the end of each work session, right of way is to be clear for safe passage of pedestrians, task is completed pursuant to the Task Order, and work area is cleaned of debris. All work to be to the satisfaction of the Engineer.

55. General Labor A (Units: One-Person Crew Hours) Define Units: This is measured by the number of hours taken by a one-person crew, including labor, equipment and materials, to complete tasks as assigned by the Engineer including responding to 24-hour emergency call out services. This activity encompasses providing a one-person crew with vehicles, equipment and labor to perform maintenance work or emergency response work for which there is no unit price, as solely designated by the Engineer as specified by Task Order.

This work activity is deemed to include access to an emergency call out person, material and equipment on a 24-hour continuous basis. Any work assigned to General Labor A is herein defined to be at the proposed hourly rate for any work occurring between 7:00 am and 7:00 pm Monday to Friday. Any work assigned to General Labor A outside of the above described days and hours shall be compensated at 1.5 times the stated hourly rate. Emergency call outs shall be responsible to respond to the scene of the emergency event within two hours of the first call out contact. Emergency call outs shall be charged the equivalent of a four-hour labor charge and shall not exceed four labor hours without expressed permission of the Engineer.

For Emergency call out purposes only, the responding person shall assess the event, take temporary measures to make the area safe for the public, including but not limited to, temporary traffic control, removal of debris that is blocking travel lanes, bicycle lanes or sidewalks, cutting or removing trees or tree limbs that are blocking travel lanes, bicycle lanes or sidewalks, clearing drainage inlets, filling potholes or other pavement or sidewalk depressions, and supporting Police Services as requested, and identify the remaining work to be performed at a later time during normal business hours. Additional work shall be as approved and designated by the Engineer.

Quality Requirements: The one-person crew has completed the assignment as given in the Task Order or has addressed the safety of the public as the result of an emergency call out and has met the requirements specified. All work to be to the satisfaction of the Engineer.

56. **General Labor B** (Units: Two Person Crew Hours) Define Units: This is measured by the number of hours taken by a two-person crew to complete tasks as specified by Task Order.

This activity encompasses providing a two-person crew with vehicles, equipment and labor to perform street maintenance work for which there is no unit price, as solely directed by the City and authorized by the issuance of a Task Order.

Quality Requirements: The two-person crew has completed the assignment as given in the Task Order and has met the requirements specified. All work to be to the satisfaction of the Engineer.

57. **General Labor C** (Units: Three Person Crew Hours) Define Units: This is measured by the number of hours taken by a three-person crew to complete tasks as specified by Task Order.

This activity encompasses providing a three-person crew with vehicles, equipment and labor to perform maintenance work for which there is no unit price, as solely directed by the City.

Quality Requirements: The three-person crew has completed the assignment as given in the Task Order and has met the requirements specified. All work to be to the satisfaction of the Engineer.

III. STANDARD SPECIFICATIONS

The following provisions of the Standard Specifications for Public Works Construction, latest edition, shall apply to this Project. If there is any conflict, as solely determined by the City, between these Specifications and the Citywide Street Maintenance Services Agreement (Agreement), the Agreement shall always take precedence. No provisions in the Standard Specifications for Public Works Construction that conflict with the Agreement shall be applicable. No provisions of the Standard Specifications for Public Works Construction shall be utilized or recognized for any claims for additional compensation. The primary purpose for referencing and using the Standard Specifications for Public Works Construction is to establish the Materials (Part 2) and Methods (Part 3) of applicable work standards for the satisfactory completion of Task Order work.

The following provisions of the Standard Specifications for Public Works Construction are hereby amended. The City may modify these Specifications at any time.

PART 2 CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.1.2 The class of concrete shall be 520-C-2500 or 560-C-3250, as applicable, with a maximum slump of four (4) inches for all sidewalks, driveways, curbs, gutter and alter intersection.

201-1.1.4.1 Test for Portland Cement Concrete [Add the following:]

1. All material shall comply with Orange County Standards (PF&RD), American Concrete Institute (Act 1) and Uniform Building Code.

2. Product Data:

   a) Submit complete materials list of items proposed for the work. Identify materials source.

   b) Submit admixture, curing compound, retarder, and accessory item product data.

   c) Submit material certificates for aggregates, reinforcing, and joint fillers.

3. Submit concrete delivery tickets. Show the following:

   a) Batch number

   b) Mix by class or sack content with maximum size aggregate

   c) Admixture

   d) Air content

   e) Slump

   f) Time of loading

4. Submit concrete test reports.

5. Provide field quality control testing and inspection during concrete operations.

6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Testing:

   a) Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.

   b) Provide air indicator test and air meter tests for all air entrained concrete.

      1. Perform aid indicator test with a “Chase” AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or 173. Test first load of concrete delivered each day.

2. Furnish copies of field records and test reports as listed for strength tests.

c) Strength Testing:

1. Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ADTM C31.

2. Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.

3. Furnish copies of field records and test reports as follows:

2 copies to City's representative

1 copy to Contractor

1 copy to Ready Mix supplier

d) Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.

e) Provide an insulated moist box for protection of the test cylinders until shipped to the laboratory.

201-1.1 Materials

201-1.2.1.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-2 STEEL REINFORCEMENT FOR CONCRETE.

201-2.2 Reinforcing Steel. [Add the following paragraph immediately after the first paragraph]:

All steel, except longitudinal steel shall be Grade 60 billet steel conforming to ASTM A 615.

201-4 CONCRETE CURING MATERIALS.

201-4.1 Contractor shall use Type II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

203-6 ASPHALT CONCRETE.

203-6.1 General. [Add the following to the end of the subsection]:

Asphalt concrete shall conform to the provisions of Subsection 400-1, "Rock Products," and Subsection 400-4, "Asphalt Concrete," as modified by OCPF&RD Standard Plan 1805, and herein.

The viscosity grade of paving asphalt shall be PG 64-10. The mix designs and asphalt content shall be as follows:

The asphalt concrete mix shall be:

3/4" (III-B-2) Base Course for remove and replace asphalt concrete at 5.4%

1/2" (III-C-2) Surface Course for asphalt concrete overlay at 5.8%

Submit mix designs for approval 14 days prior to any work.

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6 [Add the following]

210-1.6.1 General.

The paint for traffic striping and marking shall be as follows:

I. Rapid Dry Water-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-42L-30.

II. Rapid Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-12F0-05.

III. Fast Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-51K-04.

The paint for concrete curbs and asphalt curb shall be the following, or an approved equal:

I. J.E. Bauer Company #2133 A-9 Red.

II. J.E. Bauer Company #2134 A-9 Green.

III. J.E. Bauer Company #1864 A-9 Blue.

IV. J.E. Bauer Company #1653 A-9 Yellow.

Thinner shall not be mixed with paint. Paint shall dry "tack-free" within thirty (30) minutes. Paint used for pavement legends shall be a compound of paint and glass beads.

210-1.6.2 Reflective Material. [Replace the first sentence of the second paragraph with the following]:

Glass beads for traffic paint shall conform to State Material Specification 751-80-34.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density. [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D 1557.

211-1.2 Field Density. [Add the following paragraph]:

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense. The Contractor's compensation may be reduced for asphalt concrete compaction not in conformance with these specifications in accordance with the CalTrans Compaction Reduction Procedure.

PART 3 - CONSTRUCTION METHODS

300-1 CLEARING AND GRUBBING.

300-1.3.2 Requirements. [Add the following]:

(d) Miscellaneous

In addition to the work outlined in subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item and shall apply to all work:

(1) Mobilization/demobilization including multiple occurrences of mobilization/demobilization.

(2) Clearing, removal, and disposal of debris generated from the work.

(3) Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto.

(4) Protection of existing native plant materials and fencing.

(5) Sediment and erosion control and implementation of Water Quality Best Management Practices in compliance with NPDES and State Construction Permit.

(6) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, bike trails, sidewalks, utilities, and traffic controls within the construction zone, except those specifically directed by the Engineer to be removed or relocated.

(7) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.

(8) Daily cleanup work site including streets, sidewalks and driveways. Daily litter removal. Daily and as needed street sweeping. Recycling of waste materials and provisions for refuse containers from CR&R.

(9) Providing traffic control and maintaining all signs, barricades and flashers necessary to maintain proper control and issuance of notices of access changes or parking space closures.

(10) Notices to property owners, coordination with others and coordination with utility companies.

(11) Preparation of Traffic Control Plans by a Registered Traffic Engineer to the satisfaction of the City Engineer.

(12) Surveying for establishment of line and grade (if any).

(13) Other items of work as directed in these Special Provisions.

300-1.4 Payment. [Add the following]:

As specified by Task Order at the contract price and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified.

300-2 - UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material. [Add Subsection 300-1.3.2(a). “Bituminous Pavement” as Subsection 3090-2.2.3 and amend as follows]:

The areas and quantities shown on the plans are given only for the Contractor’s aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spilled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for

extending or adding to the removal and replacement of asphalt or Portland cement concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section. Where directed by the Engineer, additional aggregate base and/or native soil shall be removed to correct a subsurface problem.

300-2.6 Surplus Material. [Add the following]:

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

300-2.9 Payment.

Payment for all unclassified excavation or fill, saw cutting, hauling, and disposal shall be included in the unit price for other items of applicable work as specified by Task Order and no additional compensation will be allowed therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. [Add the following paragraph after the first paragraph]:

Existing or new subgrade shall be compacted to 95% relative compaction in the top 12" of subgrade. Compaction requirements shall be as specified in Subsection 211-2.3 of the Standard Specifications.

SECTION 302 – ROADWAY SURFACING

302-1 COLD MILLING / COLD PLANING OF EXISTING PAVEMENT.

302-1.12 Measurement and Payment. [Replace]

Bituminous Pavement/PCC Cold Planing shall include edge grinding of 0" to 1" for a 12' wide grind for all streets - typical, and end of street grinding/join point of 1" depth for a 15' wide transverse grind, will be measured for payment at the contract unit price as specified by Task Order. Payment for Cold Planing, complete in place, including dust control, building of temporary ramps, removal of loosened materials, and daily placement of reflective tabs for temporary traffic delineation and for any contamination encountered from pre-existing pavement fabric shall be made at the contract unit price bid per as specified by Task Order and no additional compensation is allowed therefore.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. [Replace the last paragraph with the following]:

Asphalt Concrete shall conform to the requirements of Subsection 203-6.1 as modified by these Special Provisions, and OCPF&RD Standard Plan 1805. Bituminous pavement removals shall conform to the provisions of Subsection 300.2.2 as modified as follows:

The AC pavement to be removed and replaced shall be sawcut to full depth and in case of concrete (PCC) to a minimum depth of 100-mm (4") to provide a neat and straight pavement break. The join between the existing pavement and the new pavement shall be sealed. Streets which are not scheduled for an asphalt concrete overlay shall have the finish grade and join flush with the existing surface.

Only areas that can be repaved to finish grade in one work day shall be excavated in the same one work day. AC pavement shall be placed on the same day as the related excavation or cold planing. All travel lanes shall be reopened at the end of the work day. AC shall be placed in lifts and compacted to 95% relative compaction.

At the conclusion of each work day, the newly paved areas shall be smooth, flush with finish grade and suitable for traffic. The Contractor shall place temporary reflective tabs to restore all lane lines affected by the new paving.

302-5.4 Tack Coat.

Tack coat material shall be Grade SS-1h emulsified asphalt.

302-5.5 Distribution and Spreading. [Delete the subsection and add the following]:

Spreading and compacting of the AC shall comply with Section 39-6 of Caltrans Standard Specifications. A layer of prime coat to be applied between all bonded and unbonded layers. A layer of tack coat shall be applied to all vertical cut faces and between subsequent AC lifts.

302-5.5 Distribution and Spreading. [Delete the sixth paragraph and add the following]:

The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed specifically for that purpose. The machine shall be equipped with a screen or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite predetermined thickness. The machine shall be equipped with automatic screen controls. The automatic screen controls require a reference system for the automatic system to follow. This reference can be the base on which the asphalt concrete is being placed, the lane next to the material being placed, or a string line. The automatic screen control can also follow a traveling reference system. A traveling reference system may be a ski attached to a control arm, which notes changes in base contours and adjusts the screen automatically to compensate. A string line or traveling reference system shall be used to allow the automatic control to adjust screen height as necessary to maintain proper longitudinal (length-wise) grade of the pavement. To maintain proper transverse (width-wise) grade, the automatic screen control shall use a pendulum system attached to a beam running between the two screen pull arms. When

paving is of a size or in a location that use of a self-propelled machine is impractical, the Engineer may waive the self-propelled requirement.
At those locations where new asphalt concrete pavement overlay joins existing asphalt pavement, the Contractor shall rake out all aggregate 3/8-inch or larger and feather the new paving to form a smooth transition to join the existing pavement.

Spillage resulting from hauling operation along or across any publicly travel way shall be removed immediately by the Contractor at its expense.

302-5.5.1 Miscellaneous Asphalt Concrete Placement. [Add the following section].

This item shall consist of all preparatory work (including all handwork) necessary to place miscellaneous asphalt concrete. It shall include the following:

(1) Fine grading to the tolerances set forth in Subsection 301-1.4 of the Standard Specifications.
(2) Applying soil sterilant in accordance with Subsection 301-6 as modified by these Special Provisions.
(3) Providing headers (if shown on plans) in accordance with Subsection 302-5.5 of the Standard Specifications.
(4) Root removal.

302-5.8 Manholes (and Other Structures). [Add the following]:

302-5.8.1 Adjustment of Manholes. [Add the following subsection].

Adjustments to grade of manholes and vault shall conform to the provisions of the Moulton Niguel Water District or the El Toro Water District or City of Laguna Hills, as appropriate.

The method of adjusting existing manholes and vault in areas of new construction or reconstruction shall be as follows:

1) Manhole and vault locations shall be marked prior to pavement operations.

2) Manhole frames and covers and manhole shafts shall be removed to a depth of six inches below subgrade and covered with an adequate steel cover.

3) Upon completion of roadway construction, circular holes shall be cut where the manhole and vault exists.

4) The manholes and vault shall then be raised to the proper grade, the manhole frames and covers replaced, and the pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic type washer or asphaltic compounds, as approved by the Engineer, on the cover seat.

The Contractor will exercise care so that surface materials such as rocks, dirt and debris do not enter sewer lines.

302-5.8.2 Adjustment of Water Valve Covers/Gas Valves/Survey Covers. [Add the following subsection].

Existing valve covers shall be adjusted to grade by the Contractor, to the satisfaction of the Moulton Niguel Water District or the El Toro Water District or City of Laguna Hills or Southern California Gas Company, as appropriate.

Water valves and gas valves shall be protected in a place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the Contractor prior to the placement of the pavement. The Contractor shall remove and replace the valve box. Valve covers shall be adjusted to new pavement grade after paving operation.

The Contractor shall notify the **MOULTON NIGUEL WATER DISTRICT or the EL TORO WATER DISTRICT** forty-eight (48) hours prior to beginning of work.

302-5.9 Measure and Payment. [Add the following]:

Asphalt Concrete. Payment shall be made for asphalt concrete overlay at the contract unit price as specified by Task Order and shall include full compensation for all labor, materials, tools and equipment, and for doing all work involved in A.C. overlay and placement of temporary striping.

Adjust Manhole Cover to Grade and adjust Valve Cover to Grade including all appurtenant work and final related asphalt concrete paving, shall be paid at the contract unit price per applicable Task Order and no additional compensation will be allowed therefore.

302-15 Bituminous Pavement Crack Sealing. [Add new section]:

302-15.1 General.

Bituminous Pavement Crack Sealing consists of furnishing all labor, equipment, and materials and performing all operations in connection with bituminous pavement crack sealing. Crack sealing shall be performed upon all streets scheduled for A.C. pavement repair and surfacing without further designation.

302-15.2 Cleaning.

All pavement cracks greater than or equal to 1/8" width shall be routed by mechanical means and cleaned by air blowing. All debris resulting therefrom shall immediately be removed by mechanical means and disposed of in a legal landfill or pavement recycling facility.

302-15.3 Material.

The crack sealing material shall be an asphalt cement, aromatic rubber extender oil, and a minimum of 20% powdered rubber by weight combined in such manner as to produce a material with the following properties:

1. WORKABILITY

The material shall pour readily and penetrate large cracks a temperatures below 400° Fahrenheit.

2. CURING

The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tacking by traffic.

3. LABORATORY EVALUATION

When a sample of the product has been heated at 350° Fahrenheit for two hours, it shall pass the following tests:

Softening Point (R&B) 135° F Min. (ASTM D312)

Flexibility A 1/8" thick specimen of the product conditioned to 10° F shall be capable of being bent to a 90° angle over 1" mandrel without cracking.

The sealer shall be forced into the crack by use of a squeegee. The sealer shall be flush with the existing pavement surface prior to the application of the AC overlay or slurry seal.

302-15.4 Measurement and Payment.

Bituminous Pavement Crack Sealing shall be paid in accordance with the applicable Task Order and shall include full compensation for all labor, materials, tools, and equipment necessary to complete this item, and no additional compensation is allowed therefore.

303-9 General – Tree Roots. [Add new section]:

The work done under this section is the removal of tree roots under the existing pavement, sidewalk, and curb and gutter to be replaced. All excavation, backfill and other earthwork

incidental to performance of the work shall conform to the requirements of “Earthwork” Section 300.

303-9.1 Root Pruning.

1. Cut tree roots along both side of walk area, and behind existing edges to a minimum of 20-inches deep.

2. Tree roots will not be cut up to the base of the trunk.

3. All tree root cutting will be approved by the City’s representative.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled whether immediately upon completion of root pruning or upon completion of sidewalk and curb and gutter repairs and root barrier installation provided that adequate warning devices are placed and maintained at each location. Backfill material shall consist of dirt, Crushed Aggregate Base or crushed miscellaneous base.

The Contractor shall repair or replace sprinkler system and all utility service connections within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately and completed by the end of each working day. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension, and will be done at Contractor’s expense.

303-9.2 Payment.

Payment for sawcutting of existing roots and root removal to a depth of 4” below subgrade and replacement of damaged irrigation system in kind shall be included in various other items of related concrete or asphalt concrete items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, and no additional compensation shall be allowed therefore.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS [Replace with the following]:

314-1 GENERAL. [Replace with the following]:

Traffic signs, stripes, legends, and raised pavement markers shall conform to the State of California, Department of Transportation Standard Specifications, Traffic Sign Specifications, California MUTCD, and Maintenance Manual Sections 84 and 85 as modified herein.

Pavement legends shall conform to Agency stencil size, shape and orientation. Stripes and pavement legends shall be reflectorized.

Removal of all conflicting traffic lines and pavement markings shall be completed by wet sandblasting and includes removal of raised pavement markers. In the case of thermoplastic, removals shall be accomplished by grinding with extra care taken so as to not create a divot in the existing pavement. The Contractor is hereby notified that the use of black paint to cover the existing traffic striping during any traffic detour shall not be allowed. The existing traffic striping shall be obliterated by wet-sand blasting (with immediate clean-up of sand-blasted areas) or by other methods approved by the City Engineer. At the end of construction all traffic striping shall be repaired and restored to the satisfaction of the Engineer.

Raised pavement markers shall conform to the California Department of Transportation Standard Specifications Section 85 and shall be of type as called for on the plans.

Traffic lane-line striping as indicated on plan shall be applied with (2) coats of paint. A minimum of (7) days shall be provided between first and second coat of paint, unless otherwise directed by Engineer. A three-inch (3") wide black paint shall be painted between yellow four-inch (4") stripes.

314-1.1 LAYOUT, ALIGNMENT, AND SPOTTING

Layout - The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Spotting shall be completed prior to the removal of any existing stripes or markings. No striping work will shall start until the Engineer has approved the spotted or "cat-tracked" markings. Existing stripes and markings shall be removed prior to painting new ones, but in no case shall any section of street be left without the proper striping for more than (24) hours, or over weekends or holidays.

314-1.2 APPLICATION OF TRAFFIC PAINT

All markings shown on Plan shall be installed as per the Caltrans Standard Plan details indicated.

Traffic Paint shall be applied at the rate of 16 to 18 gallons per mile of solid 4-inch wide stripe (one gallon for every 98 square feet). The dry paint film thickness shall be 8 to 10 mils. Glass beads shall be applied at the rate of 110 pounds per mile of solid 4-inch wide stripe (one pound per 16 square feet).

Traffic stripes and painted pavement markings on new surfacing shall be applied in (2) coats, except where otherwise shown on the plans. The first coat of paint shall be completely dry before application of the second coat. On existing surfacing, traffic stripes

and pavement markings shall be applied in one coat. Paint to be applied in one coat shall be applied at an approximate rate of one gallon per 107 square feet.

A 3 inch wide black stripe shall be painted between the two 4 inch wide yellow stripes of a double-yellow centerline traffic stripe.

Each coat of paint for any traffic stripe, including glass beads where required, shall be applied in one pass of the striping machine, regardless of the number, width, and pattern of individual stripes involved.

Paint to be applied in (2) coats shall be applied approximately as follows:

Square Foot Coverage per Gallon

	First Coat	Second Coat
Water Borne Paint	215	215

The exact rate of paint to be applied will be determined by the Engineer. The volume of paint applied shall be measured by stabbing the paint tank with a calibrated rod.

At the option of the Engineer, if the striping machine is provided with air atomizer spray units (not airless) and is equipped with paint gauges, the volume of paint may be determined by using such gauges.

Ready-mixed paints shall be suitable for use on either asphalt or Portland cement concrete.

Unless otherwise directed by the Engineer, glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint, except that glass beads shall not be applied to black paint. Beads shall be embedded in the coat of traffic paint being applied to a depth of one half their diameters. Glass beads shall be applied at an approximate rate of (5) pounds per gallon of paint. The exact rate will be determined by the Engineer. The amount of glass beads applied shall be measured by stabbing the glass bead tank with a calibrated rod.

314-1.3 INSTALLATION OF RAISED PAVEMENT MARKERS

Placement of raised pavement markers shall comply with Caltrans Specification Subsection 85-1.06. Application of epoxy shall comply with Caltrans Specifications Subsection 95-1.04.

314-1.4 MEASUREMENT AND PAYMENT

Payment for all Painting and Striping Installation shall be included in the contract price per applicable Task Order and shall include full compensation for furnishing all labor,

material (including adhesives, glass beads, and paint, tools, equipment and incidentals; and for doing the work involved in striping, legends and raised pavement (reflective white/yellow/blue) markers complete in place, including removal of existing stripes, raised pavement markers and necessary traffic control as shown on the plans and as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

APPENDIX I

SAMPLE DRAFT CITYWIDE STREET MAINTENANCE SERVICES AGREEMENT
(Subject to Change upon Final)

SAMPLE DRAFT MAINTENANCE SERVICES CONTRACT
SUBJECT TO CHANGE ON FINAL CONTRACT AWARD

STREET MAINTENANCE SERVICES AGREEMENT
Insert: Name of Corporate Entity, Inc.
(*Citywide Street and Roadway Maintenance Services*)

THIS STREET MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of August 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 street maintenance services company capable of performing routine and specialized street maintenance, repair and management services, as specified, for the proper repair and maintenance of the City's street and roadway system, as well as to provide and perform other similar maintenance, cleaning and inspection services for public facilities on a routine, emergency, and as-needed on-call basis (the "Project").

B. In response to City's Notice Inviting Bids (Notice Inviting Sealed Bids for Citywide General Street Maintenance Services), dated June 10, 2021, Contractor has submitted to City a proposal, dated July___, 2021, to provide street maintenance services for street maintenance and repair services, as well as to provide and perform other similar maintenance, cleaning and inspection services, 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 street 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 street 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 specialized citywide street maintenance services to provide street maintenance services for street maintenance and repair services, as well as to provide and perform other similar maintenance, cleaning and inspection services, to City for the Project on a routine, emergency, and as-needed on-call basis as set forth in Contractor's Proposal/Scope of Work, dated July___, 2021, and as set forth in City's Notice Inviting Sealed Bids for Citywide General Street Maintenance Services dated June 10, 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) City's Notice Inviting Sealed Bids for Citywide General Street Maintenance Services; and, (3) the Contractor's signed, original Proposal/Scope of Work, dated July___, 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 Sealed 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 Sealed Bids for Citywide General Street Maintenance Services dated June 10, 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 Sealed 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 Sealed Bids for Citywide General Street 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.qov/OPRUDPreWaqeDetermination.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 Compliance with Public Contracts Code. The Parties expressly understand, acknowledge and agree that in accordance with the Public Contract Code, the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to Task Orders of $5,000 or less; and that the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code estimated to be in excess of $5,000 shall be subject to a separate public works Invitation for Bid (IFB) and, pursuant to State law, shall be competitively bid. It is understood, acknowledged and agreed by the Parties that competitive bidding for public works contracts for "Public Projects" over $5,000 is required. (Cal. Pub. Cont. Code § 20162.)

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 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 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 August 1, 2021 through July 31, 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 August 1, 2021 and ending on July 31, 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 Officer 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 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 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 :
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.

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 reminder 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]

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.*

For Contractors that are not a corporation, signature requirements are as follows: the person who has authority to bind the business entity must sign.

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: July ___, 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 SEALED BIDS FOR

CITYWIDE GENERAL STREET MAINTENANCE SERVICES

DATED: JUNE 10, 2021

APPENDIX II

LISTINGS

- ARTERIAL HIGHWAYS
- SIGN INVENTORY
- PAINTING INVENTORY
- STORM PATROL LOCATIONS
- DRAIN CLEANING INVENTORY

CITY OF LAGUNA HILLS
LISTING OF ARTERIAL HIGHWAYS/OTHER
MONDAY MORNING INSPECTION LOCATIONS

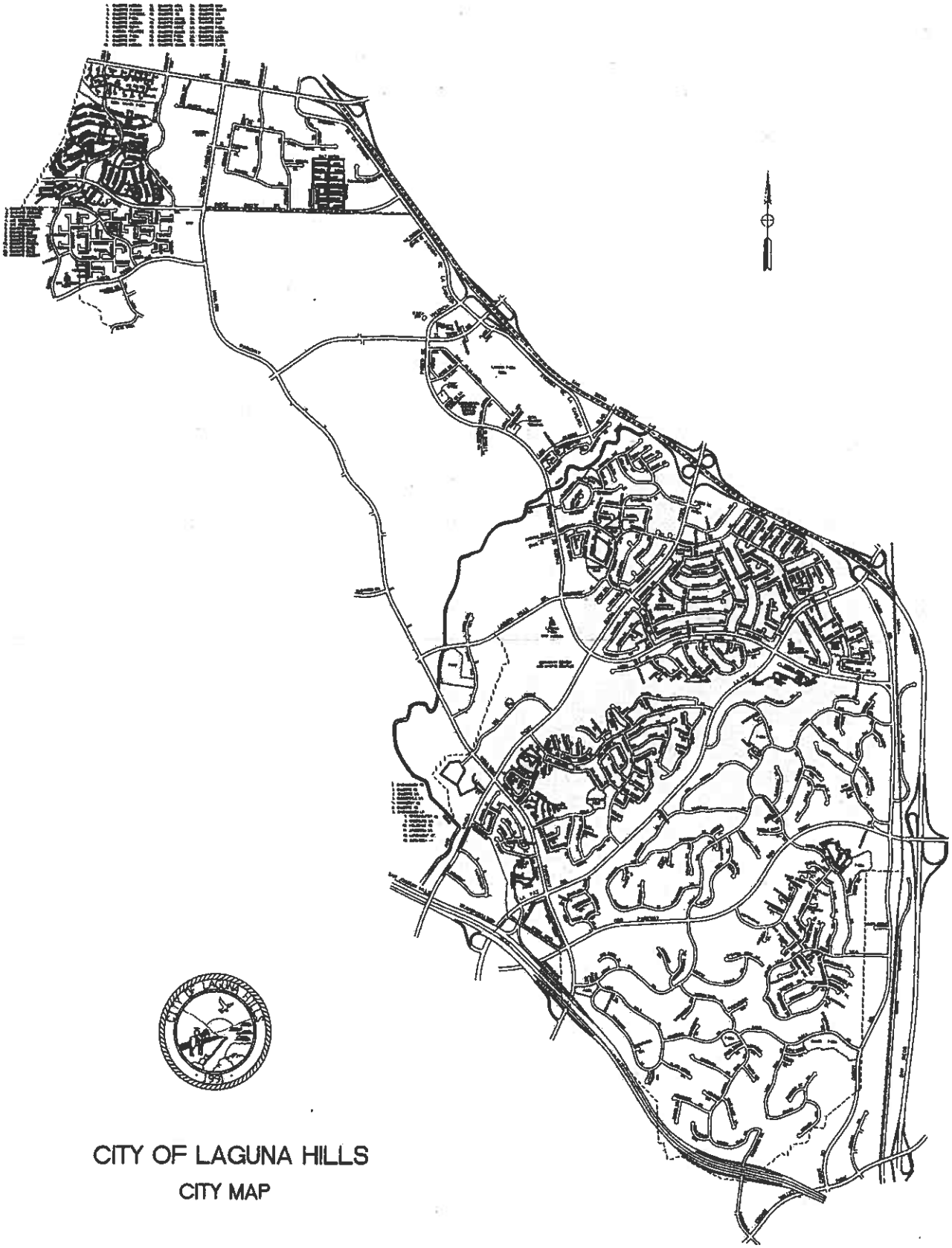
Street	Limits (East-West Oriented Streets)
Alicia Parkway	- East City Limits (I-5) to West City Limits (West of Ramona Street)
El Toro Road	- East City Limits (I-5) to West City Limits (Paseo de Valencia)
Lake Forest Drive	- East City Limits (I-5) to West City Limits (West of Santa Vittoria Dr)
La Paz Road	- East City Limits (I-5) to West City Limits (West of Moulton Pkwy)
Laguna Hills Drive	- Paseo de Valencia to Moulton Parkway
Los Alisos Blvd	- East City Limits (I-5) to Paseo de Valencia
Nellie Gail Road	- Moulton Parkway to Cabot Road
Oso Parkway	- East City Limits (Railroad) to West City Limits (West of Moulton Pkwy)
Ridge Route Drive	- Avenida de la Carlota to Santa Vittoria Drive
San Remo Drive	- Santa Maria Avenue to Santa Vittoria Drive
Santa Maria Ave	- Via Vista to East of Santa Vittoria Drive
Santa Vittoria Drive	- Santa Maria Avenue to Lake Forest Drive

Street	Limits (North-South Oriented Streets)
Aliso Hills Drive	- Alicia Parkway to La Paz Road
Ave de la Carlota	- Lake Forest Drive to Los Alisos Boulevard
Cabot Road	- North of Rapid Falls Road to South City Limit (South of Park Entrance)
Cabot Road	- South of Oso Parkway to La Paz Road
Hidden Trail Road	- Nellie Gail Road to Greenfield Drive
Mill Creek Drive	- Lake Forest Drive to Ridge Route Drive
Moulton Parkway	- North City Limit (Lake Forest Drive) to Santa Maria Avenue
Moulton Parkway	- North of Glenwood to South City Limit (I-73)
Paseo de Valencia	- Avenida de la Carlota to Cabot Road

Drain Inlet Location

25416 Empty Saddle Lane

Street	From	To	Length(mi)	Lanes	Speed Limit
ALICIA PKWY	CL .24M S/MOULTON PK	MOULTON PKWY	0.24	6	45
ALICIA PKWY	MOULTON PKWY	CL@I-5	1.72	6	45
AVE DE LA CARLOTA	LOS ALISOS BLVD	EL TORO RD	0.74	4	40
AVE DE LA CARLOTA	EL TORO RD	PASEO DE VALENCIA	0.12	4	40
AVE DE LA CARLOTA	PASEO DE VALENCIA	LAKE FOREST DR	1.29	4	45
CABOT RD	CL .2M S/RAPID FALLS	RAPID FALLS RD	0.2	4	45
CABOT RD	CL.18M S/OSO PKWY	OSO PKWY	0.18	4	45
CABOT RD	OSO PKWY	NELLIE GAIL RD	0.5	4	45
CABOT RD	NELLIE GAIL RD	LA PAZ RD	0.7	4	45
EL TORO RD	PASEO DE VALENCIA	I-S	0.27	6	35
LA PAZ RD	CL .08W/MERIENDA	PASEO DE VALENCIA	1.62	4	45
LA PAZ RD	PASEO DE VALENCIA	CABOT RD	0.52	4	45
LA PAZ RD	CABOT RD	I-5	0.08	4	45
LAGUNA HILLS DR	MOULTON PKWY	PASEO DE VALENCIA	0.73	4	45
LAKE FOREST DR	CL .08M W/SANTA VITTORIA	MOULTON PKWY	0.65	6	45
LAKE FOREST DR	MOULTON PKWY	CL@I-5	0.5	6	35
LOS ALISOS BLVD	PASEO DE VALENCIA	AVE DE LA CARLOTA	0.27	6	40
LOS ALISOS BLVD	AVE DE LA CARLOTA	CL @I-5	0.2	6	40
MILL CREEK DR	RIDGE RTE DR	LAKE FOREST DR	0.7	2	30
MOULTON PKWY	0.17 N/LAKE FOREST DR	SANTA MARIA AVE	0.82	6	45
MOULTON PKWY	ALICIA PKWY	CL@SR 73	1.5S	6	4S
MOULTON PKWY	.13 N/GLENWOOD DR	ALICIA PKWY	0.97	6	45
NELLIE GAIL RD	MOULTON PKWY	CABOT RD	0.2	2	0
OSO PKWY	CL.05M W/MOULTON PKY	CL .1M E/CABOT RD	1.85	6	50
PASEO DE VALENCIA	CABOT RD	LA PAZ RD	0.59	4	45
PASEO DE VALENCIA	LAGUNA HILLS DR	LOS ALISOS BLVD	0.66	5	40
PASEO DE VALENCIA	EL TORO RD	AVE DE CARLOTTA	0.25	4	40
PASEO DE VALENCIA	LA PAZ RD	ALICIA PKWY	0.89	4	45
PASEO DE VALENCIA	ALICIA PKWY	LAGUNA HILLS DR	0.3	6	45
PASEO DE VALENCIA	LOS ALISOS BLVD	EL TORO RD	0.85	6	40
RIDGE ROUTE DR	SANTA VITTORIA	MOULTON PKWY	0.08	4	45
RIDGE ROUTE DR	MOULTON PKWY	AVE DE CARLOTTA	0.93	4	45
SANTA MARIA AVE	.1M E/ SANTA VITTORIA	CL@VIA VISTA	0.2	4	45
SANTA VITTORIA DR	RIDGE RTE DR	LAKE FOREST DR	0.64	2	30
LOCAL URBAN GROUP	LAGUNA HILLS		60.08	2	0
	TOTAL CENTERLINE MILES:		82.09		



CITY OF LAGUNA HILLS

CITY MAP

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

Sign Description	Designation	Size	Count	Notes
STREET NAME SIGN	CS 1	STAND	1,091	CITY SPECIAL
LAGUNA MALL PARK & RIDE W/ARROW	CS 10	STAND	3	CITY SPECIAL
NO TRESPASSING WRITTEN PERMISSION OF CITY REQUIRED FOR ENTRY	CS 100	STAND	1	CITY SPECIAL
SYMBOL HANDICAP PARKING ONLY	CS 101	STAND	22	CITY SPECIAL
STRICT ENFORCEMENT CAR RADAR SYMBOL	CS 102	STAND	1	CITY SPECIAL
BUMP AHEAD	CS 103	STAND	2	CITY SPECIAL
ADVANCE INTRSCTN-RT APRCH+LT	CS 104	STAND	2	CITY SPECIAL
SHEEP HILLS PARK ACCESS W ARROW	CS 105	STAND	1	CITY SPECIAL
1000 FT AHEAD	CS 109	STAND	1	CITY SPECIAL
NO PARKING IN AREAS MARKED AS FIRE LANE	CS 11	STAND	3	CITY SPECIAL
WARNING COYOTES AND OTHER ANIMALS ARE IN THE AREA	CS 114	STAND	1	CITY SPECIAL
SIDEWALK ENDS 425 FT	CS 118	STAND	1	CITY SPECIAL
TRAIL NARROWS	CS 12	STAND	43	CITY SPECIAL
LANE ENDS MERGE LEFT	CS 120	STAND	1	CITY SPECIAL
TREE CITY USA	CS 125	STAND	5	CITY SPECIAL
FOR ACCESS CALL # CITY OF LAGUNA HILLS	CS 126	12X18	3	CITY SPECIAL
NO DUMPING LHMC 5-32.060	CS 13	STAND	20	CITY SPECIAL
WAYFINDING - OVERSIZED SIGNS	CS 134	STAND	52	CITY SPECIAL
TRESPASS,LOITERNG PROHIBITED BY LAW	CS 14	STAND	13	CITY SPECIAL
LT-LT-TH-RT	CS 145	30X48	1	CITY SPECIAL
CABOT RD RT TURN	CS 146	24X30	1	CITY SPECIAL
LEFT LANE TURNS LEFT AHEAD	CS 147	36X36	1	CITY SPECIAL
TH TH RT RT	CS 15	STAND	2	CITY SPECIAL
END BIKE LANE / BEGIN BIKE TRAIL	CS 16	STAND	1	CITY SPECIAL
BUS EXEMPT	CS 17	STAND	16	CITY SPECIAL
TH TH TH TH+RT	CS 18	STAND	2	CITY SPECIAL
LT TH TH TH TH+RT	CS 19	STAND	1	CITY SPECIAL
LOCAL ACCESS ONLY	CS 20	STAND	2	CITY SPECIAL
NEIGHBORHOOD WATCH W/SYMBOL	CS 21	STAND	133	CITY SPECIAL
BIKE SYMBOL (BROWN SIGN)	CS 22	STAND	1	CITY SPECIAL
AUTHORIZED VEHICLES (BROWN)	CS 23	STAND	1	CITY SPECIAL
STRICT ENFORCEMENT BIKE RADAR SYMBOL	CS 24	STAND	8	CITY SPECIAL
STRICT ENFORCEMENT AREA	CS 25	STAND	9	CITY SPECIAL
8AM TO 9AM / 2PM TO 3PM	CS 26	24X18	2	CITY SPECIAL
TH TH RT RT	CS 27	STAND	2	CITY SPECIAL
LEFT ARROW BTWN ISLANDS SYMBOL	CS 29	24X30	2	CITY SPECIAL
LT LT LT RT	CS 30	STAND	1	CITY SPECIAL
WATCH THRU TRAFFIC	CS 31	STAND	3	CITY SPECIAL

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

LT TH RT	CS 32	STAND	9	CITY SPECIAL
NO PKNG-COMMERCIAL VEH OVER 5 TONS	CS 33	STAND	12	CITY SPECIAL
ADVANCE INTRSCTN-CROSS +RT APPROACH	CS 34	STAND	2	CITY SPECIAL
LT+RT RT I-S ADVANCE LANE NOTICE	CS 35	STAND	1	CITY SPECIAL
ADVANCE INTRSCTN-LT APRCH +RT APRCH	CS 36	30X30	3	CITY SPECIAL
LT RT RT	CS 37	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT L.H.M.C.11-24.090	CS 38	18X24	48	CITY SPECIAL
NO STOPPING ANYTIME ENTIRE BLOCK	CS 39	18X24	2S3	CITY SPECIAL
PARKING PROHIBITED TIME/SIZE	CS 4	STAND	39	CITY SPECIAL
NO PARKING ANYTIME ENTIRE BLOCK	CS 40	18X24	191	CITY SPECIAL
LOADING ZONE & UNLOADING ZONE	CS 41	STAND	7	CITY SPECIAL
AUTO POST	CS 42	STAND	S1	CITY SPECIAL
CABOT PARK REGULATIONS	CS 43	STAND	4	CITY SPECIAL
NO MOTOR VEHICLES INCLUDING MOTOR	CS 44	STAND	21	CITY SPECIAL
U TURNS OK	CS 45	STAND	4	CITY SPECIAL
END PLATE RED ON WHITE 12X6	CS 46	STAND	11	CITY SPECIAL
BEGIN PLATE RED ON WHITE 12X6	CS 47	STAND	11	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE TOW-AWAY OR CITATION	CS 48	STAND	11	CITY SPECIAL
WATCH FOR PEDESTRIANS	CS 49	STAND	1	CITY SPECIAL
LAGUNA HILLS MALL W/ARROW	CS 5	STAND	6	CITY SPECIAL
STOCKPORT PARK NO SKATEBOARDING CABOT PARK	CS 50	STAND	1	CITY SPECIAL
DO NOT USE WHEN FLOODED	CS S1	STAND	5	CITY SPECIAL
DRUG FREE ZONE	CS 52	STAND	2	CITY SPECIAL
SCHOOL CLUSTER SPEED LIMIT 2S	CS 54	24X48	34	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE	CS 56	STAND	10	CITY SPECIAL
FIRE LANE NO PARKING TOW AWAY ZONE	CS S7	STAND	14	CITY SPECIAL
PASSENGER LOADING ZONE	CS 58	STAND	1	CITY SPECIAL
RIGHT 2 LANES MUST TURN RIGHT	CS 59	STAND	3	CITY SPECIAL
BUS LOADING ZONE	CS 6	STAND	1	CITY SPECIAL
BIKES USE SIDEWALK 300 FT.	CS 60	12X18	1	CITY SPECIAL
BIKES USE SIDEWALK (ARROW)	CS 61	12X18	1	CITY SPECIAL
FIRE STATION	CS 62	STAND	2	CITY SPECIAL
FIRE TRUCK SYMBOL	CS 63	STAND	3	CITY SPECIAL
6:30 AM 9:30AM	CS 66	STAND	1	CITY SPECIAL
20 MINUTE PARKING ZONE LT ARROW	CS 68	STAND	1	CITY SPECIAL
20 MINUTEPARKING ZONE RT ARROW	CS 69	STAND	1	CITY SPECIAL
WATCH FOR MAINTENANCE VEHICLES	CS 7	STAND	3	CITY SPECIAL
CUL-DE-SAC AHEAD	CS 70	STAND	1	CITY SPECIAL

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

NO THROUGH TRAFFIC	CS 71	STAND	1	CITY SPECIAL
RADAR ENFORCED	CS 74	STAND	3	CITY SPECIAL
NO PARKING WEDNESDAY STREET SWEEPING DAY W/ TIME	CS 75	STAND	9	CITY SPECIAL
1 HOUR LOAD+UNLOADW/LT ARROW	CS 76	STAND	1	CITY SPECIAL
1 HOUR LOAD=UNLOAD W/RT ARROW	CS 77	STAND	1	CITY SPECIAL
NOTICE NO PARKING IN AREAS MARKED AS FIRE LANE	CS 79	STAND	0	CITY SPECIAL
BIKE EQUEST PED TRAIL -REGULATIONS	CS 8	STAND	2	CITY SPECIAL
NO PARKING FIRE LANE	CS 80	STAND	9	CITY SPECIAL
WATCH DOWNHILL SPEED	CS 82	STAND	2	CITY SPECIAL
COMMUNITY CENTER DR REGULATIONS	CS 83	STAND	2	CITY SPECIAL
TRAIL MAYBE SLIPPERY WHEN WET	CS 84	STAND	2	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM STREET SWEEPING DAYS	CS 85	STAND	2	CITY SPECIAL
CAUTION VERTICAL CLEARANCE HEIGHT LIMIT 15'3"	CS 87	STAND	1	CITY SPECIAL
15' 3" BRIDGE HEIGHT WITH ARROWS	CS 88	STAND	1	CITY SPECIAL
DISTANCE PLATE 1500 FEET AHEAD	CS 89	STAND	1	CITY SPECIAL
LEFT OR U TURN ON LEFT ARROW ONLY	CS 9	STAND	1	CITY SPECIAL
CAUTION TRAIL MAYBE SLIPPERY WHEN WET	CS 90	STAND	0	CITY SPECIAL
NO PARKING THURS THIS TRACT 8-12 PM ON STREET SWEEPING DAY W/ TIME	CS 93	18X24	4	CITY SPECIAL
NO PARKING MONDAY THIS TRACT 8-12P MON STREET SWEEPING DAY W/ TIME	CS 94	18X24	6	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM ON SWEEPING DAY W/TIME	CS 95	18X24	1	CITY SPECIAL
DISTANCE PLATE 225 FEET AHEAD	CS 97	STAND	1	CITY SPECIAL
SIDEWALK ENDS 200 FEET AHEAD	CS 98	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT TEMPORARY RES 2003-28-3	CS 99	STAND	3	CITY SPECIAL
S 18 COUNTY ROUTE MARKER	CS 116	STAND	1	GUIDE
S 19 COUNTY ROUTE MARKER	CS 117	STAND	1	GUIDE
BIKE SYMBOL BIKE ROUTE (GREEN)	D 11-1	24x18	30	GUIDE
STREET NAME SIGN (ADVANCE NOTICE)	D 3	STAND	44	GUIDE
PARKING SIGN W/ARROW	D 4-1	STAND	0	GUIDE
HOSPITAL SYMBOL	D 9-2	STAND	7	GUIDE
I-5 NORTH BOUND ON RAMP	G 20-1	LARGE	4	GUIDE
LANE DESTINATION	G 21-1	STAND	1	GUIDE
HOSPITAL SYMBOL W/MESSAGE	G 66-16	STAND	6	GUIDE
FREEWAY INT. 2 LANE CROSS STREET	G 77-1	STAND	1	GUIDE

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

TOLL ROAD 73	G 78-1	STAND	5	GUIDE
DESTINATION & STREET NAME W/ARROW	G 8-1	STAND	3	GUIDE
FREEWAY DIRECTIONAL SIGN W/ARROW	G 85-1	STAND	8	GUIDE
PARK & RIDE	G 95A	STAND	1	GUIDE
INTERSTATE HIGHWAY SIGN	M 1-1	STAND	15	GUIDE
COUNTY ROUTE MARKER	M 1-6	STAND	3	GUIDE
NORTH	M 3-1	STAND	2	GUIDE
SOUTH	M 3-3	STAND	11	GUIDE
BEGIN	M 4-11	STAND	3	GUIDE
DIRECTIONAL ARROW ALISO VIEJO	M 4-5	STAND	1	GUIDE
END	M 4-6	STAND	1	GUIDE
DIRECTIONAL ARROW LEFT AND RIGHT	M 6-1	STAND	6	GUIDE
DIRECTIONAL ARROW DIAGONAL RIGHT-UP	M 6-2	STAND	7	GUIDE
DIRECTIONAL ARROW UP	M 6-3	STAND	2	GUIDE
DIRECTIONAL ARROW LEFT OR RIGHT	M 6-4	STAND	3	GUIDE
CAMPGROUND SYMBOL	RM-010	STAND	1	GUIDE
RT RT ARROWS	CS 106	30X30	2	REGULATORY
TH TH TH RT	CS 110	STAND	2	REGULATORY
TH TH TH TH+RT	CS 111	STAND	2	REGULATORY
MOTORIZED VEHICLES PROHIBITED ON TRAIL LHMC 8-07.160	CS 113	12X18	4	REGULATORY
KEEP CLEAR DO NOT BLOCK FIRE STATION	CS 115	STAND	1	REGULATORY
NO PARKING 8AM TO 12 PM TUESDAY STREET SWEEPING	CS 119	18X24	4	REGULATORY
NO PARKING EXCEPT BY PERMIT L. H. RES NO. 2007-04-10-3	CS 122	18X24	6	REGULATORY
NO PARKING WEDNESDAY THIS TRACT 12PM-4PM ON SWEEPING DAY	CS 127	18X24	4	REGULATORY
LT-RT-RT	CS 128	30X48	2	REGULATORY
NO PARKING EXCEPT BY PERMIT L.H.M.C.11-24.090	CS 129	18X24	3	REGULATORY
WHEN CHILDREN ARE PRESENT	CS 131	12X24	1	REGULATORY
SCHOOL	CS 132	12X24	1	REGULATORY
FIRE LANE NO PARKING NEXT TO ISLAND L.H.M.C. S-16.010	CS 133	12X18	32	REGULATORY
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT RES 200S-07-12-2 NO PARKING 10PM 6AM	CS 135	12X18	3	REGULATORY
NO PARKING THIS TRACT 8 AM TO 12 PM FRIDAYS STREET SWEEPING	CS 136	12X18	32	REGULATORY
NO PARKING FIRE LANE CABOT PARK 12X18	CS 137	12X18	2	REGULATORY
PENAL CODE 290	CS 139	24X24	15	REGULATORY
TH-TH	CS 140	48X42	2	REGULATORY
LT-LT-TH-TH	CS 141	48X64	1	REGULATORY

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

LT+RT RT-RT	CS 142	42X48	2	REGULATORY
LT-LT-LT-TH-TH	CS 144	42X78	1	REGULATORY
NO TURN ON RED	R 10-11	LARGE	7	REGULATORY
TURNING TRAFFIC MUST YEILD TO PEDESTRIANS	R 10-15	24X30	1	REGULATORY
TURNING TRAFFIC MUST YIELD TO PEDESTRIANS	R 10-51	STAND	1	REGULATORY
DO NOT BLOCK INTERSECTION	R 10-7	STAND	7	REGULATORY
STOP SIGN	R 1-1	30X30	289	REGULATORY
ONE WAY - DO NOT ENTER	R 11C	STAND	1	REGULATORY
3 WAY	R 1-3	6X12	11	REGULATORY
NO RIGHT TURN ON RED	R 13A	STAND	4	REGULATORY
ALL-WAY	R 1-4	STAND	7	REGULATORY
NO RIGHT TURN	R 16B	STAND	6	REGULATORY
NO LEFT TURN	R 17B	STAND	12	REGULATORY
RIGHT LANE MUST EXIT	R 18A	STAND	1	REGULATORY
SPEED LIMIT 15 MPH	R 2(15)	STAND	2	REGULATORY
SPEED LIMIT 25 MPH	R 2(2S)	24X30	189	REGULATORY
SPEED LIMIT 30 MPH	R 2(30)	24X30	46	REGULATORY
SPEED LIMIT 35 MPH	R 2(35)	24X30	28	REGULATORY
SPEED LIMIT 40 MPH	R 2(40)	24X30	35	REGULATORY
SPEED LIMIT 45 MPH	R 2(45)	24X30	88	REGULATORY
SPEED LIMIT 50 MPH	R 2(50)	24X30	6	REGULATORY
SPEED LIMIT 55 MPH	R 2(5S)	24X30	2	REGULATORY
OVER 5 TONS	R 20D-1(5)	STAND	2	REGULATORY
SPEED LIMIT 50 MPH	R 2-1	STAND	15	REGULATORY
3S ZONE AHEAD	R 2-4(35)	STAND	1	REGULATORY
REDUCED SPEED AHEAD	R 2-5	36X48	4	REGULATORY
NO PARKING ANYTIME	R 26	12X18	239	REGULATORY
NO STOPPING ANYTIME	R 26(S)	12X18	273	REGULATORY
NO PARKING ANYTIME/ARROW	R 26A	12X18	2	REGULATORY
NO STOPPING ANYTIME	R 26A(S)	LARGE	15	REGULATORY
NO PARKING EXPT BY PERMIT	R 26B	STAND	6	REGULATORY
NO PARKING HERE TO CORNER W/LEFT ARROW	R 26CL	12X18	8	REGULATORY
NO PARKING HERE TO CORNER W/RIGHT ARROW	R 26CR	12X18	5	REGULATORY
SUPP.PLATE-SPEC.TIME/LOC.	R 26E	STAND	14	REGULATORY
NO STOPPING FIRE LANE	R 26F	12X18	4	REGULATORY
NO STOPPING ANYTIME-ARROW LEFT	R 28(S)LT	12X18	60	REGULATORY
NO STOPPING ANYTIME-ARROW RIGHT	R 28(S)RT	12X18	52	REGULATORY
NO PARKING ANYTIME-ARROW LEFT	R 28-LT	12X18	78	REGULATORY
NO PARKING ANYTIME-ARROW RIGHT	R 28-RT	12X18	114	REGULATORY

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

NO PARKING W/TIMES	R 30	12X18	21	REGULATORY
BEGIN PLATE	R 30A	12X6	4	REGULATORY
NO PARKING W/TIMES+ARROW	R 30A(LT)	12X18	S	REGULATORY
NO PARKING W/TIMES + ARROW	R 30A(RT)	12X18	S	REGULATORY
NO RIGHT TURN SYMBOL	R 3-1	STAND	3	REGULATORY
NO STOPING W/TIMES-PARK DURATION	R 31(S)	STAND	0	REGULATORY
NO LEFT TURN/NO U-TURN SYMBOL	R 3-18	STAND	34	REGULATORY
NO LEFT TURN SYMBOL	R 3-2	24X24	32	REGULATORY
NO U-TURN SYMBOL	R 3-4	STAND	63	REGULATORY
NO U-TURN	R 34A	STAND	2	REGULATORY
DIRECTNL ARROW R T-ONLY	R 3-S	STAND	1	REGULATORY
COMMERCIAL VEHICLES PROHIBITED OVER S TONS	R 36	24X24	5	REGULATORY
ARROWS THRU-RT	R 3-6	STAND	1	REGULATORY
TOW-AWAY NO STOP/PARK W/TIMES	R 37	12X18	1	REGULATORY
RIGHT LANE MUST TURN RIGHT	R 3-7	30X30	94	REGULATORY
RIGHT TURN ONLY	R 3-RS	30X30	92	REGULATORY
DO NOT PASS	R 4-1	STAND	2	REGULATORY
KEEP RIGHT SYMBOL	R 4-7	24X30	221	REGULATORY
NO DUMPING ALLOWED	R 47A	STAND	1	REGULATORY
UNLAWFUL TO LITTER ON HWY	R 47SP	STAND	0	REGULATORY
SPEED ENFORCED BY RADAR	R 48	30X30	32	REGULATORY
KEEP LEFT SYMBOL	R 4-8	STAND	1	REGULATORY
RADAR ENFORCED	R 48-1	STAND	5	REGULATORY
NO PEDESTRIAN CROSSING	R 49	STAND	37	REGULATORY
DO NOT ENTER	R S-1	STAND	1S	REGULATORY
PEDESTRIANS PROHIBITED	R S-10C	STAND	1	REGULATORY
WRONG WAY	R S-1A	STAND	3	REGULATORY
NO TRUCKS SIGN SYMBOL	R S-2	STAND	2	REGULATORY
RIGHT TURN ONLY	R S9-2	STAND	1	REGULATORY
THRU+RT	R 60A	STAND	1	REGULATORY
ARROWS [LT+RT)	R 60B	STAND	1	REGULATORY
ONE WAY (ARROW SHAPED)	R 6-1	18X24	1S8	REGULATORY
ARROWS ¦LT + ¦RT	R 61- 0	STAND	1	REGULATORY
ARROWS ¦LT+TH ¦TH+RT	R 61(2)A	STAND	1	REGULATORY
ARROWS ¦LT ¦LT+RT¦RT ¦	R 61(3)A	STAND	1	REGULATORY
ARROWS ¦LT ¦TH ¦RT ¦	R 61(3)B	STAND	1	REGULATORY
ARROWS LT:LT:TH:RT	R 61(4)E	STAND	3	REGULATORY
ARROWS ¦LT ¦LT+TH ¦NO U TURN	R 61-1.1	STAND	2	REGULATORY
ARROWS ¦LT+RT ¦RT ¦	R 61-11	STAND	2	REGULATORY
ARROWS ¦LT ¦RT ¦	R 61-19	STAND	8	REGULATORY
ARROWS ¦LT ¦LT+RT ¦RT ¦	R 61-26	STAND	3	REGULATORY

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

ARROWS ¦TH+RT ¦RT ¦	R 61-3	STAND	2	REGULATORY
ARROWS ¦LT+TH+RT¦RT ¦	R 61-30	STAND	1	REGULATORY
ARROWS ¦LT ¦LT+TH ¦RT ¦	R 61-4	30X48	4	REGULATORY
ARROWS LT+LT+LT+RT	R 61-5	STAND	5	REGULATORY
ARROWS ¦LT+TH ¦RT ¦	R 61-7	STAND	2	REGULATORY
ONE WAY W/ARROW	R 6-2	18X24	65	REGULATORY
DO NOT BLOCK INTERSECTION	R 63A	STAND	4	REGULATORY
TRUCKS OK W/ARROW	R 70	STAND	2	REGULATORY
WHEN CHILDREN ARE PRESENT	R 72	LARGE	12	REGULATORY
ARROW LEFT/U-TURN	R 73-2	STAND	7	REGULATORY
LEFT TURN U TURN	R 73-2 A LT+LTURN 30X3	STAND	1	REGULATORY
ARROW LEFT - NO U TURN	R 73-3	STAND	21	REGULATORY
ARROW LEFT/THRU - NO U TURN	R 73-4	STAND	1	REGULATORY
ARROW LEFT/U TURN ARROW LEFT	R 73-5	STAND	32	REGULATORY
ARROW LEFT - ARROW LEFT NO U TURN	R 73-6	STAND	17	REGULATORY
KEEP RIGHT	R 7A	STAND	1	REGULATORY
BIKE SYMBOL - BIKE LANE	R 81	8X12	106	REGULATORY
BEGIN	R 81A	STAND	22	REGULATORY
END	R 81B	STAND	19	REGULATORY
NO PEDESTRIANS SYMBOL	R 9-3A	24X24	154	REGULATORY
USE CROSSWALK ARROW RIGHT	R 9-3B	STAND	2	REGULATORY
NO PED XING	R 96	24X42	20	REGULATORY
USE CROSSWALK ARROW LEFT	R 96B-LT	STAND	1	REGULATORY
USE CROSSWALK W/RIGHT ARROW	R 96BR	STAND	1	REGULATORY
PEDESTRIANS PROHIBITED	R 96C	STAND	3	REGULATORY
14' 10" BRIDGE HEIGHT W/ARROWS	CS 108	STAND	2	WARNING
1000 FT AHEAD	CS 109	STAND	1	WARNING
GUIDE POST	CS 112	STAND	1	WARNING
WARNING COYOTES AND OTHER WILD ANIMALS ARE IN THE AREA	CS 114	STAND	2	WARNING
SIDE WALK ENDS 425 FEET AHEAD	CS 118	STAND	1	WARNING
HORSE XING SIGN (LETTERS)	CS 121	STAND	0	WARNING
EQUESTRIAN XING	CS 123	STAND	6	WARNING
AUTO POST WHITE	CS 130	STAND	6	WARNING
STRICT ENFORCEMENT SYMBOL BIKE 30X30	CS 138	STAND	4	WARNING
OBJECT MARKER YELLOW	OM 1-3	STAND	9	WARNING
ADVANCE SCHOOL SYMBOL	S 1-1	STAND	23	WARNING
SCHOOL BUS STOP XXX FT.	S 3-1	48X48	1	WARNING
SCHOOL	S 4-3	LARGE	20	WARNING
WATCH DOWNHILL SPEED	SW4-1	30X30	15	WARNING
PADDLE MARKER	TYPE A	STAND	8	WARNING

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

OBJECT MARKER	TYPE K	UNKWN	52	WARNING
OBJECT MARKER	TYPE L	STAND	68	WARNING
OBJECT MARKER RED	TYPE N-2	STAND	23	WARNING
OBJECT MARKER YELLOW	TYPE N-3	STAND	66	WARNING
OBJECT MARKER YELLOW 9 REFLECTORS	TYPE N-4	STAND	1	WARNING
OBJECT MARKER RED 9 REFLECTORS RED	TYPE N-5	STAND	7	WARNING
OBJECT MARKER YELLOW	TYPE-N	STAND	319	WARNING
WATCH OPP. TRAFFIC	W 100C	STAND	1	WARNING
TURN LEFT ARROW	W 1-1	STAND	16	WARNING
BICYCLE SYMBOL	W 11-1	STAND	6	WARNING
PEDESTRIAN SYMBOL	W 11-2	STAND	1	WARNING
EQUESTRIAN SYMBOL	W 11-7	30x30	103	WARNING
EQUESTRIAN TRAIL	W 11-7P	STAND	2	WARNING
RIGHT LANE DROP SYMBOL	W 11R	36X36	3	WARNING
LEFT CURVE ARROW	W 1-2	STAND	S	WARNING
VERTICAL CLEARANCE 14'10"	W 12-2P	STAND	2	WARNING
SPECIAL CURVE ARROW W/ADVIS. SPEED	W 1-2A	STAND	3	WARNING
35 MPH ADVISORY SPEED	W 13-1	STAND	2	WARNING
REVERSE CURVE	W 1-4	STAND	1	WARNING
NO OUTLET	W 14-2	30X30	9	WARNING
ARROW LT OR RT ---->	W 1-6	STAND	1	WARNING
SHARE THE ROAD	W 16-1P	STAND	1	WARNING
DOWN ARROW	W 16-7P	STAND	5	WARNING
AHEAD	W 16-9P	STAND	14	WARNING
STOP AHEAD	W 17	STAND	0	WARNING
ARROW LT+RT <--->	W 1-7	18X36	83	WARNING
CHEVRON	W 1-8	24x30	21	WARNING
+ INTERSECTION	W 2-1	STAND	2	WARNING
T INTERSECTION APPROACH (RIGHT OR LEFT)	W 2-2	30X30	65	WARNING
T INTERSECTION	W 2-4	STAND	15	WARNING
DIVIDED ROAD	W 25B	STAND	2	WARNING
DIVIDED HIGHWAY ENDS	W 26B	STAND	1	WARNING
END	W 31	STAND	2	WARNING
STOP AHEAD SYMBOL	W 3-1	STAND	54	WARNING
ROAD ENDS 300 FEET	W 31A	STAND	3	WARNING
ROAD ENDS 500 FEET	W 31B(500)	36X36	2	WARNING
SIGNAL AHEAD SYMBOL	W 3-3	36X36	112	WARNING
SIGNAL AHEAD	W 3-3A	30X30	11	WARNING
SPEED REDUCTION	W 3-5 (40)	LARGE	2	WARNING
TURN RIGHT ARROW	W 3-RT	STAND	14	WARNING

CITY OF LAGUNA HILLS
SIGN INVENTORY SUMMARY

MERGING ARROW LEFT	W 4-1	STAND	1	WARNING
LEFT LANE DROP SYMBOL	W 4-2	STAND	6	WARNING
ADDED LANE SYMBOL	W 4-3	STAND	1	WARNING
RT TURN ARROW W/1S MPH ADIVIS.SPEED	W 4-4R(15	STAND	1	WARNING
HORSE XING SIGN (LETTERS)	W 4SB	24X12	43	WARNING
MERGE RIGHT	W 4-6	30X30	1	WARNING
THRU TRAFFIC MERGE LEFT OR RIGHT	W 4-7	STAND	2	WARNING
NOT A THROUGH ST/ROAD	W 53	STAND	83	WARNING
PEDESTRIAN CROSSING SYMBOL	W 54	STAND	12	WARNING
PED XING	W S4B	STAND	2	WARNING
ARROW LT OR RT ---->	W 57	STAND	30	WARNING
RIGHT CURVE ARROW	W 5-RT	STAND	4	WARNING
1S MPH ADVISORY SPEED	W 6(15)	STAND	23	WARNING
25 MPH ADVISORY SPEED	W 6(25)	STAND	4	WARNING
30 MPH ADVISORY SPEED	W 6(30)	STAND	2	WARNING
DIVIDED HIGHWAY ENDS SYMBOL	W 6-2	STAND	1	WARNING
TWO WAY TRAFFIC SYMBOL	W 6-3	STAND	1	WARNING
SCHOOL CROSSING SYMBOL	W 66	STAND	11	WARNING
SCHOOL XING	W 66A	STAND	12	WARNING
ARROW-ANGLED DOWN EQUESTRIAN	W 6-7P	21X15	48	WARNING
HILL SYMBOL	W 7-1	STAND	1	WARNING
RIGHT LANE TURNS RIGHT AHEAD	W 73A	30x30	1	WARNING
THROUGH TRAFFIC MERGE LEFT	W 74-LT	36X36	20	WARNING
LANE ENDS MERGE LEFT	W 75-LT	STAND	8	WARNING
LANE ENDS MERGE RIGHT	W 7S-RT	STAND	3	WARNING
WATCH OUT FOR BIKE	W 79A	STAND	2	WARNING
XING	W 80	24X12	8	WARNING
DIP	W 8-2	STAND	1	WARNING
RIGHT LANE ENDS	W 9-1	36X36	1	WARNING

TOTAL SIGNS IN INVENTORY: 7107

CITY OF LAGUNA HILLS
SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS

COLOR	CATEGORY	DESCRIPTION	RECORD COUNT	LENGTH (LF)
BLUE	CURB	CURB PAINT	1	
BLUE	STD PLAN 1416	CROSSWALK BLUE LADDER	1	
BLUE	SYMBOL	ACCESSIBLE PARKING SYMBOL	23	
RED	CURB RED	CURB PAINT	57	7,295
WHITE	ARROW	BIKE ARROW	106	
WHITE	ARROW	DROP ARROW TYPE VI	50	
WHITE	ARROW	LT TURN ARROW TYPE IV	476	
WHITE	ARROW	RT TURN ARROW TYPE IV	187	-
WHITE	ARROWS	LEFT+THRU ARROWS TYPE VII	14	-
WHITE	ARROWS	RT+THRU ARROWS TYPE VII	16	-
WHITE	ARROWS	STRAIGHT ARROW TYPE I-2	24	-
WHITE	CURB	CURB PAINT	3	200
WHITE	CURB	CURB PAINT	1	100
WHITE	DETAIL 22	NO PASSING ZONE TWO DIRECTION	9	2,777
WHITE	DETAIL 27	LEFT EDGE DOUBLE YELLOW	2	180
WHITE	DETAIL 27B	EDGELINE WHITE	2	843
WHITE	DETAIL 29	MEDIAN ISLANDS	1	15
WHITE	DETAIL 37	LANE DROP	15	2,900
WHITE	DETAIL 38	CHANNELIZING LANE WHITE	38	8,773
WHITE	DETAIL 38B	TURN POCKET LINE	323	57,691
WHITE	DETAIL 38B/38C	CHANNELIZING LANE WHITE	2	165
WHITE	DETAIL 39	BIKE LANE LINE	131	87,847
WHITE	DETAIL 39A	BIKE LANE-SKIP	118	24,680
WHITE	DETAIL 40	LANE LINE EXTENSIONS THRU INTERSECTIONS	57	5,710
WHITE	DETAIL 9	WHITE LANELINES SKIP	308	245,596
WHITE	LIMIT LINE	STOP LIMIT LINE	225	-
WHITE	NUMBERALS	15	2	-
WHITE	NUMBERALS	25	72	-
WHITE	NUMBERALS	25(OVERSIZED	8	-
WHITE	NUMBERALS	30	6	
WHITE	NUMBERALS	40	2	
WHITE	RUMBLE STRIP	RUMBLE STRIP	10	
WHITE	SOLID	50' SOLID WHITE LANE LINE	526	29,455
WHITE	SOLID	50' SOLID YELLOW LANE LINE	2	208
WHITE	SOLID	PARKING "T"	14	-
WHITE	STD PLAN 1416	CROSSWALK WHITE	149	-
WHITE	SYMBOL	CHEVRON VARIABLE LENGTHS	202	-
WHITE	WORDS	AHEAD	147	
WHITE	WORDS	BIKE	111	-
WHITE	WORDS	BUMP	3	
WHITE	WORDS	CLEAR	21	-
WHITE	WORDS	EL	1	
WHITE	WORDS	FWY	12	-
WHITE	WORDS	HORSE	31	-
WHITE	WORDS	KEEP	21	-
WHITE	WORDS	LANE	106	-
WHITE	WORDS	LEFT	2	-
WHITE	WORDS	NB	2	
WHITE	WORDS	NO	1	-
WHITE	WORDS	ONLY	22	-
WHITE	WORDS	SB	3	
WHITE	WORDS	SCHOOL	4	-
WHITE	WORDS	SIGNAL	100	

CITY OF LAGUNA HILLS
SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS

WHITE	WORDS	SLOW	1	-
WHITE	WORDS	STOP	262	
WHITE	WORDS	TORO	1	
WHITE	WORDS	TURN	1	-
WHITE	WORDS	XING	32	
WHITE	YIELD LINES	YIELD LINE	13	-
YELLOW	CURB YELLOW	RAISE CENTER MEDIAN CURB PAINTING	3	76
YELLOW	DETAIL 2	YELLOW SKIP CENTERLINES	17	5,457
YELLOW	DETAIL 22	NO PASSING ZONE TWO DIRECTION	165	53,797
YELLOW	DETAIL 22/23	DOUBLE YELLOW	63	7,355
YELLOW	DETAIL 23	TYPE AY	1	50
YELLOW	DETAIL 25	LEFT SINGLE YELLOW	1	70
YELLOW	DETAIL 27	LEFT EDGE DOUBLE YELLOW	35	5,970
YELLOW	DETAIL 29	MEDIAN ISLANDS	92	32,060
YELLOW	DETAIL 32	2 WAY LT TURN LANE	11	4,055
YELLOW	DETAIL 41	CENTER LINE YELLOW EXTENSIONS THRU INTERSECTIONS	1	100
YELLOW	DETAIL 6	YELLOW LANELINES	6	2,331
YELLOW	SOLID	50' SOLID WHITE LANE LINE	4	50
YELLOW	SOLID	50' SOLID YELLOW LANE LINE	29	1,625
YELLOW	SOLID	YELLOW	3	171
YELLOW	STD PLAN 1416	CROSSWALK YELLOW	32	-
YELLOW	STD PLAN 1416	CROSSWALK YELLOW LADDER	2	
YELLOW	SYMBOL	CHEVRON VARIABLE LENGTHS	24	-
YELLOW	WORDS	AHEAD	2	-
YELLOW	WORDS	SCHOOL	19	
YELLOW	WORDS	SLOW	10	-
YELLOW	WORDS	XING	9	-

SUMMARY:

NUMBER OF WHITE LEGENDS = ARROWS:	873	
NUMBER OF WHITE LEGENDS = WORDS:	884	
NUMBER OF WHITE LEGENDS = NUMERALS:	90	
LENGTH OF WHITE STRIPING IN LINEAR FEET:		466,840
NUMBER OF CURB PAINTING LOCATIONS = ALL COLORS:	66	
NUMBER OF WHITE CROSSWALK LOCATIONS:	149	
NUMBER OF ON-STREET PARKING T LOCATIONS:	14	
NUMBER OF HANDICAP SYMBOL BLUE LOCATIONS:	23	
NUMBER OF WHITE STOP LIMIT LINES OR YIELD LINE LOCATIONS:	238	
NUMBER OF WHITE CHEVRON LOCATONS:	202	
NUMBER OF RUMBLE STRIP LOCATIONS:	10	
NUMBER OF YELLOW LEGENDS = WORDS:	40	
NUMBER OF YELLOW CROSSWALK LOCATIONS:	34	
NUMBER OF YELLOW CHEVRON LOCATIONS:	24	
LENGTH OF YELLOW STRIPING IN LINEAR FEET:		113,167

CITY OF LAGUNA HILLS
PRE-WINTER MAINTENANCE
SAND BAGS/V-DITCHES/CHANNELS

LOCATION	TYPE	CHECKED
Alameda 200 feet N/O La Paz west side	inlet	
Alicia Pkwy @ P .D. Valencia behind Ralph's Market	grate inlet	
Alicia Pkwy 400 feet E/O Via Lomas south side	v-ditches	
Cabot Park 100 feet W/O entrance south side	drain inlet	
Cabot Rd. 900 feet N/O P. D. V. @ R x R tracks	outlet & inlet	
Cabot Rd. slope S/O Oso Pkwy W/S	v-ditches	
Canada Channel (F-23) Mill Creek Dr. down stream to concrete slurry	check for debris	
Empty Saddle 25412 behind home	inlet	
JO1 Laguna Hills Dr D/S to Moulton Pkwy	open channel	
JO5 Paseo de Valencia downstream to Moulton Pkwy	outlets	
La Paz Rd 300 feet E/O Charlton N/S	Inlet	
Largo Dr 24792 behind home	inlet	
Largo Dr 24852 next to home E/S	inlet	
Lost Colt 27212 behind home and along trail	two inlets	
Marin Court 24996 behind home	inlet	
Mill Creek Rd. 270 ft N/O Ridge Route	inlet	
Mill Creek Rd. 800 ft S/O Lake Forest	F 23 bridge	
Nellie Gail Rd. 25851 behind home, access across from Mackenzie St. off of Paseo de Valencia, use equestrian trail	inlet	
Oso Pkwy @ Moulton Pkwy S/E corner	inlet	
Oso Pkwy 40 feet E/O Nottingham	inlet	
Oso Pkwy 40 feet W/O Nottingham	inlet	
Oso Pkwy 260 feet W/O Cabot Rd South side	inlet	
Oso Pkwy 490 feet W/O Cabot Rd. N/S of bike trail	inlet	
Oso Pkwy 1325 feet W/O Cabot Rd. North side of bike trail has modified grate	inlet	
Oso Pkwy 2100 feet W/O Cabot Rd. North side of bike trail @ signal pole	inlet	
Paseo de Valencia @ JO1 bridge	underpass	
Rich Springs 25901 behind home ask home owner James/Gloria Cahill for access thru side yard 949-309-9284	inlet	
Via Lomas behind lot #7	inlet	

CITY OF LAGUNA HILLS
STORM PATROL V-DITCHES/DRAIN INLETS

BEFORE STARTING LIST; DRIVE ARTERIALS CHECKING DEBRIS GRATES INLETS

ID#	Location	Type	M. P.
1	Cabot Road 25352 1700 feet South of La Paz Road East side at the Rail Road tracks	inlet @ Rail Road tracks	922-A3
2	Oso Pkwy 1300 feet (.25 mile) West of Cabot Road North side of trail	inlet	922-A4
3	Oso Pkwy 2100 feet (.40) mile West of Cabot Road North side of trail (adjacent to signal ahead flashing lights)	inlet	922-A4
4	Oso Pkwy 1100 feet (.20) mile West of Bridlewood North side of trail (remove debris as needed)	inlet	921-J5
5	Empty Saddle 25412 check drain outlet and inlets haul away debris in inlet; open drain pipe for drainage	inlet-outlet	921-J6
6	Lost Colt 27212 behind home use horse trail for access (along trail and back lot)	inlets (2)	921-H6
7	Moulton Pkwy 135 feet south of Nellie Gail road use horse trail	bird cage Inlet	921-H6
8	Nottingham 100 feet south of Oso Pkwy West side	inlets	921-J5
9	La Paz Road 300 feet East of Charlton North side at under-crossing	inlet	921-H5
10	Alameda Av. 200 feet North of La Paz Road	36 inch inlet	921-H4
11	Paseo de Valencia behind Ralph's Market Southwest corner	inlet grate	921-G3
12	Largo Drive 24792 behind home access use slope behind Ralph's Market	18 and 36 inch inlets	921-H3
13	Largo Drive 24852 next to home East side of home	inlet	921-H3
14	Marin Ct. 24996 behind home use El Conejo Park for access	inlet	921-H3
15	Aliso Hills Channel (J05) 60 feet down stream of Via Lomas next to the bike trail	inlet grate under-crossing	921-G3
16	Via Lomas behind lot # 7 back behind of slope	inlet	921-G3
17	Alicia Pkwy 425 feet East of Via Lomas South side	36 inch inlet	921-G3
18	Mendocino Ct. 24771 (follow a/c trail 250 feet behind home) DA1 lock	inlets (3)	921-H3
19	Rich Springs 25901 behind home use horse trail from Oso Pkwy or ask homeowner for access (Marlene Sandler)	inlet	922-A4
20	Maverick 27472 behind home, use horse trail for access	inlet	921-H7
21	Maverick 27472 behind home, 600 feet South	inlet	921-H7
22	Westridge 27101 behind home use trail	drain inlets	921-H6
23	Paseo de Valencia at Alisos Creek (JO1) check for debris blocking inlet	under-crossing	921-G1
24	Ridge Route Drive 600 feet West of Avenida de la Carlota South side	inlet	891-E6
25	Mill Creek Road 900 feet South of Lake Forest Drive	debris on bridge support	891-C5
26	Santa Vittoria at Canada Channel (F 23) 900 feet south of Lake Forest Dr.	debris on bridge support	891-C5

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

LINE ITEM NO.	MAP PAGE	GRID	CATCH BASIN ID NUMBER	STREET NAME	CROSS STREET	SIDE
1	891	B6	19	Santa Vittoria 40' S/O	Lake Forest Dr	W/S
2	891	C6	23	Santa Vittoria 20' N/O	Ridge Route	E/S
3	891	B6	34	Santa Vittoria 60' N/O	Ridge Route	E/S
4	891	C5	18	Lake Forest Dr. 150' E/O	Santa Vittoria	S/S
5	891	C5	16	Lake Forest Dr. 400' W/O	Mill Creek	S/S
6	891	C5	17	Lake Forest Dr. 670' E/O	Santa Vittoria	S/S
7	891	C5	42	Mill Creek S/O 1000'	Lake Forest Dr	W/S
8	891	C5	45	Mill Creek 1000' S/O	Lake Forest Dr	E/S
9	891	C5	44	Mill Creek 200' N/O	Ridge Route	E/S
10	891	C5	43	Mill Creek 200' N/O	Ridge Route	W/S
11	891	C5		Santa Vittoria 10' N/O	Bassano	W/S
12	891	C5	37	Santa Vittoria 10' N/O	Bassano	E/S
13	891	C5		Santa Vittoria 150' N/O	Camino Jalisco	W/S
14	891	C5	35	Santa Vittoria 30' N/O	Camino Jalisco	E/S
15	891	C5		Santa Vittoria 65' N/O	Camino Jalisco	W/S
16	891	C5	21	Santa Vittoria N/O 130'	Camino Jalisco	E/S
17	891	C6	84	Adamo 300' W/O	Sorensina	E/S
18	891	C6	86	Ancona 300' E/O	Terviso	N/S
19	891	C6	87	Ancona 300' E/O	Terviso	S/S
20	891	C6	85	Formello 200' E/O	Modina	E/S
21	891	C6	89	Genova 150' E/O	Palermo	E/S
22	891	C6	88	Genova 150' E/O	Palermo	WS
23	891	C6	82	Marsala 500' N/O	Teramo	E/S
24	891	C6	38	Santa Vittoria 100' S/O	Ridge Route	W/S
25	891	C6	40	Santa Victoria 20' N/O	Lake Forest Dr	E/S
26	891	C6	27	Santa Vittoria 20' S/O	Lake Forest Dr	E/S
27	891	C6	39	Santa Vittoria 20' S/O	Ridge Route	W/S
28	891	C6	20	Santa Vittoria 25' S/O	Lake Forest Dr	W/S
29	891	C6	28	Santa Vittoria 30' S/O	Ridge Route	E/S
30	891	C6	41	Santa Vittoria 75' S/O	Lake Forest Dr	E/S
31	891	C6		Santa Vittoria S/O 75'	Ridge Route	W/S
32	891	C7	32	Barbera 20'	Santa Vittoria	WS
33	891	C7	31	Barbera 20' E/O	Santa Vittoria	E/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

34	891	C7		Santa Maria 200' E/O	Santa Vittoria	N/S
35	891	C7		Santa Maria 200' E/O	Santa Vittoria	S/S
36	891	C7	30	Santa Vittoria 120' S/O	Barbera	E/S
37	891	C7	29	Santa Vittoria 120' S/O	Barbera	W/S
38	891	D5		Del Lago 25' S/O	La Cadena	E/S
39	891	D5		Del Lago 150' S/O	Lake Forest Dr	E/S
40	891	D5		Del Lago 150' S/O	Lake Forest Dr	W/S
41	891	D5	53	Del Lago 200' N/O	La Cadena	E/S
42	891	D5	52	Del Lago 25' S/O	La Cadena	W/S
43	891	D5	55	La Cadena 20' E/O	Del Lago	N/S
44	891	D5	54	La Cadena 20' E/O	Del Lago	S/S
45	891	D5	11	Lake Forest 100' W/O	Del Lago	W/S
46	891	D5	15	Lake Forest Dr. 10' E/O	Mill Creek	S/S
47	891	D5	13	Lake Forest Dr. 10' E/O	Triton Wy.	S/S
48	891	D5	10	Lake Forest Dr. 100' W/O	Del Lago	S/S
49	891	D5	14	Lake Forest Dr. 170' W/O	Triton Wy	S/S
50	891	D5	46	Moulton Pkwy 30' N/O	Granite	W/S
51	891	D5	48	Moulton Pkwy 30' N/O	Granite	E/S
52	891	D5		Terra Dr. N/O	La Cadena	N/S
53	891	D5	79	Verdugo S/O 30'	La Cadena	W/S
54	891	D5	78	Verdugo S/O 30'	La Cadena	E/S
55	891	D6		Ridge Route 10' W/O	Moulton	S/S
56	891	D6		Ridge Route 20' W/O	Moulton Pkwy	N/S
57	891	E5	58	Ave. De Carlota 100' N/O	Plaza Pointe	N/S
58	891	E5	69	Ave. De Carlota 40' N/O	Plaza Pointe	N/S
59	891	E5	81	Commerce Ctr. W/O Cul-De-Sac	23501	N/S
60	891	E5		Lake Forest 10' E/O	De Carlota	S/S
61	891	E5		Lake Forest 20' E/O	De Carlota	S/S
62	891	E5		Lake Forest Dr. 75' W/O	Ave. De Carlota	S/S
63	891	E5	80	Peralta 20' N/O	Ridge Route	E/S
64	891	E5	60	Plaza Pointe 10' S/O	Ave. De Carlota	E/S
65	891	E5	59	Plaza Pointe 10' S/O	Ave. De Carlota	W/S
66	891	E5	74	Ridge Route 600' W/O	Ave. De Carlota	N/S
67	891	E6	63	Ave. De Carlota 10' N/O	Los Alisos	W/S
68	891	E6		Ave. De Carlota 250' S/O	Ridge Route	W/S
69	891	E6	72	Ridge Route 1000' E/O	Moulton Pkwy	N/S
70	891	F6	68	Ave. De Carlota N/O 50'	Paseo de Valenica	E/S
71	891	F7		El Toro Rd. 70' W/O	Ave. De Carlota N/S	N/S
72	891	G7	64	Ave. De Carlota 10' N/O	Los Alisos	E/S
73	891	G7	65	Ave. De Carlota 200' N/O	Los Alisos	E/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

74	891	G7		Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
75	891	G7	67	Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
76	891	G7	61	Ave. De Carlota 550' S/O	Plaza Ln.	W/S
77	891	G7		Ave. De Carlota 60' N/O	Oakbrook Shopping Ctr.	W/S
78	891	G7	94	El Toro Rd. 50' W/O	Ave. De Carlota	S/S
79	891	G7	120	Los Alisos 10' E/O	Ave. De Carlota	N/S
80	921	A3	354	Rangewood E/O 200'	Gallup Cir	N/S
81	921	A3		Rangewood E/O 200'	Gallup Cir. Cul-De-Sac	S/S
82	921	A3	355	Rangewood E/O 200'	Gallup Cir Cul-De-Sac	S/S
83	921	A3	356	Rangewood E/O 800'	Gallup Cir	E/S
84	921	A3		Sheriff Rd. Cul-De-Sac	Nellie Gail	E/S
85	921	J4	529	Oso Pkwy E/O 20'	Bridlewood	S/S
86	921	F1		Paseo De Valencia 10' S/O	Health Center	E/S
87	921	F2	192	Moulton 20' S/O	Indian Hill	E/S
88	921	F2	171	Moulton Pkwy. 100' N/O	Glenwood	W/S
89	921	F2	172	Moulton Pkwy. 20' N/O	Glenwood	W/S
90	921	F2	194	Moulton Pkwy. 320' S/O	Glenwood	E/S
91	921	F2		Moulton Pkwy. 320' S/O	Glenwood	W/S
92	921	F3	146	Laguna Hills Dr. 350' E/O	Moulton Pkwy	N/S
93	921	F3	147	Laguna Hills Dr. 350' E/O	Moulton Pkwy	S/S
94	921	F3	173	Moulton Pkwy. 420' S/O	Laguna Hills	W/S
95	921	F3		Moulton Pkwy. 270' S/O	Laguna Hills Dr	W/S
96	921	F3	193	Moulton Pkwy. 400' S/O	Laguna Hills Dr	E/S
97	921	F4	169	Alicia 140' E/O	Ramona St.	S/S
98	921	F4	214	Carmel St. 240' E/O Cul-De-Sac	Amalia	E/S
99	921	F4	187	Gordon 10' E/O	Moulton Pkwy	S/S
100	921	F4	170	Gordon 10' E/O	Moulton Pkwy	N/S
101	921	F4	191	Moulton Pkwy 40' S/O	Alicia	E/S
102	921	F4	176	Moulton Pkwy. 10' S/O	Gordon	E/S
103	921	F4	175	Moulton Pkwy. 20' S/O	Alicia	W/S
104	921	F5	208	Moulton Pkwy. 150' N/O	La Paz Rd	W/S
105	921	F7	116	Paseo De Valencia 125' N/O	Via Estrada	E/S
106	921	F7	98	Paseo De Valencia 125' N/O	Via Estrada	W/S
107	921	F7	117	Paseo De Valencia N/O 15'	Via Estrada	E/S
108	921	G1	128	Clarington E/O	Kennington	E/S
109	921	G1	125	Creekview W/O	Cresta	W/S
110	921	G1	126	Kennington E/O	Paseo de Valenica	N/S
111	921	G1	127	Kennington E/O	Paseo de Valenica	S/S
112	921	G1	119	Los Alisos E/O	Paseo de Valenica	N/S
113	921	G3	166	Alicia 20' E/O	Aliso Hills	S/S

CITY OF LAGUNA HILLS
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114	921	G3	153	Alicia 20' E/O	Aliso Hills	N/S
115	921	G3	152	Alicia 60' E/O	Moulton Pkwy.	N/S
116	921	G3	241	Aliso Hills S/O 40'	Alicia	E/S
117	921	G3	240	Aliso Hills S/O 20'	Alicia	E/S
118	921	G3	242	Aliso Hills S/O 20'	Alicia	W/S
119	921	G3	198	Via Lomas 130' N/O	Alicia	E/S
120	921	G3	199	Via Lomas 130' N/O	Alicia	W/S
121	921	G3	196	Via Lomas 200' E/O	Moulton Pkwy	N/S
122	921	G3	154	Via Lomas 200' E/O	Moulton Pkwy	S/S
123	921	G3	197	Via Lomas 700' N/O	Alicia	N/S
124	921	G3	202	Via Lomas 700' N/O	Alicia	S/S
125	921	G4	151	Alicia 140' E/O	Ramona St.	N/S
126	921	G4	238	La Cerros 30' W/O	La Cienega	S/S
127	921	G4	232	La Cienega 10' S/O	Cienega @ 24651	E/S
128	921	G4	239	La Cienega 150' W/O	Los Alisos @ 24511	S/S
129	921	G4	213	La Cienega 150' W/O	Aliso Hills @ 24502	W/S
130	921	G4	209	Louisa 80' N/O	Lupita	N/S
131	921	G4	210	Lupita 15' E/O	Louisa	N/S
132	921	G4	211	Lupita 15' E/O	Louisa	S/S
133	921	G4	189	Mandeville 10' E/O	Santa Rosa	S/S
134	921	G4	205	Mandeville 100' W/O	Santa Rosa	S/S
135	921	G4	190	Mandeville 100' W/O	Santa Rosa	N/S
138	921	G4	212	Patricia 200' S/O	Lupita	E/S
139	921	G4	218	Ramona St. 20' S/O	Alicia	E/S
140	921	G4	217	Ramona St. 20' S/O	Alicia	W/S
141	921	G4	188	Santa Rosa 20' S/O	Mandeville	E/S
142	921	G4	186	Sundance 25' W/O	Santa Rosa	S/S
143	921	G4	177	Sundance 25' W/O	Santa Rosa	N/S
144	921	G4	216	Yolanda 20' W/O	Ramona St.	S/S
145	921	G4	215	Yolanda 20' W/O	Ramona St.	N/S
146	921	G5	318	La Paz Rd. 10' E/O	Moulton Pkwy	S/S
147	921	G5	313	La Paz Rd. 25' W/O	Merienda	N/S
148	921	G5	316	La Paz Rd. 60' E/O	Merienda	S/S
149	921	G5	314	La Paz Rd. 60' E/O	Merienda	N/S
150	921	G5	312	La Paz Rd. E/O 10'	Moulton Pkwy	N/S
151	921	G5	243	Los Alamitos 20' N/O	Monte Royale	E/S
152	921	G5	244	Los Alamitos 8' N/O	Monte Royale	W/S
153	921	G5		Louisa 20' W/O	Moulton Pkwy	N/S
154	921	G5		Louisa W/O 20'	Moulton Pkwy	S/S
155	921	G5	245	Monte Royale 80' W/O	Los Alamitos Across 24652	N/S

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156	921	G5	246	Monte Royale 60' W/O	Los Alamitos	S/S
157	921	G5	311	Monte Royale 60' W/O	Los Alamitos	N/S
158	921	G5	184	Moulton Pkwy. 10' S/O	La Paz Rd	E/S
159	921	G5	185	Moulton Pkwy. 150' N/O	La Paz Rd	E/S
160	921	G5	206	Moulton Pkwy. 20' N/O	Louisa	E/S
161	921	G5	207	Moulton Pkwy. 20' N/O	Louisa	W/S
162	921	G5		Moulton Pkwy. 5' N/O	Mandeville	E/S
163	921	H1	124	Christina 70' S/O	Cul-De-Sac 24606	W/S
164	921	H1	123	Christina Ct. 10' S/O	24532	E/S
165	921	H1	121	Christina Drive/Ave de la Carlota	Next to 24521	E/S
166	921	H1	122	Christina Dr.	Christina Ct 24521	W/S
167	921	H1	132	Georgia Sue Dr. N/O 50'	Paige Cir	N/S
168	921	H1	134	Georgia Sue Dr. N/O 10'	Paige Cir	S/S
169	921	H1	131	Jorie 5' S/O	Georgia Sue	E/S
170	921	H1	130	Jorie 5' S/O	Georgia Sue	W/S
171	921	H1	133	Paige Cir. 20' S/O	Georgia Sue	E/S
172	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
173	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
174	921	H2	158	Alicia 200' W/O	Wilkes	N/S
175	921	H2	160	Alicia 45' W/O	Costeau	N/S
176	921	H2	160	Alicia 45' W/O	Costeau	N/S
177	921	H2	137	Beckenham 10' E/O	Paseo de Valenica	N/S
178	921	H2	136	Beckenham 75' E/O	Paseo de Valenica	S/S
179	921	H2	282	Costeau N/O 30' N/O	Alicia	E/S
180	921	H2	283	Costeau N/O 30' N/O	Alicia	W/S
181	921	H2	299	Grissom 5' S/O	Wilkes	N/S
182	921	H2	113	Paseo de Valencia 150' N/O	Beckenham	E/S
183	921	H2		Southport 200' S/O	Woolwich	S/S
184	921	H2	145	Southport 200' S/O	Woolwich	N/S
185	921	H2	161 & no#	Wilkes 10' S/O	Alicia	E/S
186	921	H2	140	Wilkes 20' N/O	Debby Cir	W/S
187	921	H2	141	Wilkes 5' N/O	York Cir	E/S
188	921	H2	142	Wilkes 5' N/O	York Cir	W/S
189	921	H2	143	Wilkes 50' N/O	Alicia	E/S
190	921	H2	144	Wilkes 50' N/O	Alicia	W/S
191	921	H2	138	Wilkes 80' N/O	Stock Port	S/S
192	921	H2	139	Wilkes 80' N/O	Stock Port	N/S
193	921	H3	155	Alicia 10' E/O	Community Ctr	N/S
194	921	H3	164	Alicia 10' W/O	Community Ctr	S/S
195	921	H3	165	Alicia 100' W/O	Community Ctr	S/S

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196	921	H3	163	Alicia 150' E/O	Paseo de Valenica	S/S
197	921	h3	156	Alicia 150' E/O	Paseo De Valencia	N/S
198	921	H3	157	Alicia 600 E/O	Paseo de Valenica	N/S
199	921	H3		Barents 10" E/O	Grissom	E/S
200	921	H3		Barents 10" W/O	Grissom	W/S
201	921	H3		Barents 25' E/O	Wilkes	N/S
202	921	H3		Barents 25' E/O	Wilkes	S/S
203	921	H3		Comm. Ctr. N/O	Alicia 150'	N/S
204	921	H3		Comm. Ctr. Pk Lot	Alicia 75'	W/S
205	921	H3		Comm. Ctr. Pk Lot	Allicia 80'	E/S
206	921	H3		Comm. Ctr. N/O at Entr	Alicia 100'	E/S
207	921	H3		Comm. Ctr. N/O at Entr	Alicia 106'	E/S
208	921	H3	262	El Capatin 10' S/O	Marin	S/S
209	921	H3		El Capatin 20' E/O	Largo Dr.	S/S
210	921	H3		El Capatin 20' E/O	Largo Dr.	N/S
211	921	H3	350	Gallup 25' S/O	La Paz Rd.	E/S
212	921	H3	256	Largo 120' W/O	Sunburst @ 24861	N/S
213	921	H3	256	Largo 120' W/O	Sunburst @24861	N/S
214	921	H3	257	Largo 120' W/O	Sunburst @ 24854	S/S
215	921	H3	255	Largo 200' W/O	Sunburst @ 24471	N/S
216	921	H3	258	Largo Dr. 9' @	El Capitan @ 24971	N/S
217	921	H3	259	Largo Dr. 10' E/O	El Capitan @ 24982	S/S
218	921	H3	263	Marin 20' S/O	El Capitan	S/S
219	921	H3	219	Mendocino 200' N/O	Mendocino	W/S
220	921	H3	220	Mendocino 200' N/O	Mendocino	E/S
221	921	H3	102	Paseo de Valencia 10' E/O	Alisal	S/S
222	921	H3	101	Paseo de Valencia 10' S/O	Sunburst	E/S
223	921	H3	99	Paseo de Valencia 100' S/O	Alicia	W/S
224	921	H3	112	Paseo de Valencia 100' S/O	Alicia	E/S
225	921	H3	100	Paseo de Valencia 70' N/O	Alicia	W/S
226	921	H3	110	Paseo de Valencia 70' N/O	Alicia	E/S
227	921	H3	109	Paseo de Valencia 150' S/O	Alicia	E/S
228	921	H3		Wilkes 30' S/O	Alicia	E/S
229	921	H4	249	Alameda 10' N/O	Monte Royale	W/S
230	921	H4	248	Alameda N/O 10'	La Paz Rd.	E/S
231	921	H4	247	Alameda N/O 10'	La Paz Rd.	W/S
232	921	H4	231	Aliso Hills 10' S/O	Sierra Bonita	W/S
233	921	H4	447	Appaloosa 40' S/O	La Paz Rd.	W/S
234	921	H4	230	El Segundo 10' E/O	Aliso Hills	S/S
235	921	H4	229	El Segundo 20' E/O	Aliso Hills	N/S

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236	921	H4	251	Los Gatos 20' W/O	Buena Vista	S/S
237	921	H4	250	Los Gatos 20' W/O	Buena Vista	N/S
238	921	H4	450	Mustang 10' W/O	Appaloosa	S/S
239	921	H4	449	Mustang 40' W/O	Appaloosa	S/S
240	921	H4	451	Mustang 75' E/O	Appaloosa	N/S
241	921	H4		Oso Pkwy 20' E/O	Moulton Pkwy.	S/S
242	921	H4	234	Rio Grande 30' S/O	La Cienega	W/S
243	921	H4	233	Rio Grande 30' S/O	La Cienega	E/S
244	921	H4	236	Talega 20' S/O	San Pedro	W/S
245	921	H4	235	Talega 20' S/O	San Pedro	E/S
246	921	H4	254	Terra Bella 20' E/O	Cuesta Ave	N/S
247	921	H4	252	Terra Bella 90' E/O	Cuesta Ave	N/S
248	921	H4	253	Terra Bella 90' E/O	Cuesta Ave	S/S
249	921	H5	434	Buckboard 160' E/O	Stetson	N/S
250	921	H5	433	Buckboard 170' E/O	Stetson	N/S
251	921	H5	435	Buckboard 170' E/O	Stetson	S/S
252	921	H5	436	Buckboard 20' E/O	Stetson	N/S
253	921	H5	437	Buckboard 20' E/O	Stetson	S/S
254	921	H5	443	Buckboard	24872	N/S
255	921	H5	442	Buckboard	Across 24872	S/S
256	921	H5	454	Buckskin S/O 20'	Mustang	E/S
257	921	H5	455	Buckskin S/O 20'	Mustang	W/S
258	921	H5	353	Gallup 100' S/O	La Paz Rd	E/S
259	921	H5	323	La Paz Rd. 20' E/O	Appaloosa	S/S
260	921	H5	321	La Paz Rd. E/O 100'	Alameda	S/S
261	921	H5	499	Lost Cott 200' E/O	Beargrass at 27132	N/S
262	921	H5	180	Moulton 10' S/O	Nellie Gail	E/S
263	921	H5	179	Moulton Pkwy 10' S/O	Nellie Gail	W/S
264	921	H5		Moulton Pkwy. 30' S/O	Nellie Gail	E/S
265	921	H5	183	Moulton Pkwy N/O 10'	Oso Pkwy	E/S
266	921	H5	182	Moulton Pkwy S/O 10'	Oso Pkwy	E/S
267	921	H5		Oso Pkwy E/O 20'	Moulton Pkwy	N/S
268	921	H5		Red Lodge Pl. E/O	Nellie Gail To Cul De Sac	S/S
269	921	H5	524	Westhaven 30' N/O	Oso Pkwy	E/S
270	921	H5	522	Westhaven 75' N/O	Oso Pkwy	E/S
271	921	H5	523	Westhaven N/O 30'	Oso Pkwy	W/S
272	921	H6	506	Black Horse N/O 10'	Lost Colt	W/S
273	921	H6	507	Black Horse N/O 10'	Lost Colt	E/S
274	921	H6	509	Black Horse N/O 180'	Lost Colt	E/S
275	921	H6	508	Black Horse N/O 200'	Lost Colt	W/S

CITY OF LAGUNA HILLS
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276	921	H6		Dillon N/O 80'	Lost Trail	E/S
277	921	H6		Dillon N/O 80'	Lost Trail	W/S
278	921	H6	496	Lost Colt E/O 10'	West Ridge @ 27061	N/S
279	921	H6	497	Lost Colt E/O 10'	West Ridge @ 27062	S/S
280	921	H6	498	Lost Colt E/O 100'	West Ridge @ 27071	S/S
281	921	H6	500	Lost Colt E/O 70'	West Ridge at 27131	S/S
282	921	H6		Lost Trail E/O 20'	Dillon	E/S
283	921	H6		Lost Trail S/O 10'	Rapid Falls @ 27311	W/S
284	921	H6	382	Nellie Gail E/O 10'	Lost Colt	N/S
285	921	H6	181	Nellie Gail E/O 10'	Moulton Pkwy	S/S
286	921	H6		Nellie Gail E/O 30'	Lost Colt	N/S
287	921	H6		Nellie Gail E/O 40'	Moulton Pkwy	N/S
288	921	H6		Nellie Gail E/O 50'	Lost Colt	S/S
289	921	H6		Nellie Gail E/O 70'	Lost Colt	S/S
290	921	H6		Oso Pkwy 10' E/O	West Haven	N/S
291	921	H6	516	West Ridge 10' S/O	Lost Colt	W/S
292	921	H6	517	West Ridge 30' S/O	Lost Colt	E/S
293	921	J2	297	Bentley N/O 50'	Valerie	E/S
294	921	J2	298	Bentley N/O 50'	Valerie	W/S
295	921	J2	284	Costeau S/O 10'	Alicia	E/S
296	921	J2	294	El Dorado Dr. S/O 10'	Stagecoach	E/S
297	921	J2	293	El Dorado Dr. W/O 10'	Stagecoach	W/S
298	921	J2	296	El Dorado S/O 10'	Express	W/S
299	921	J2	287	Erickson W/O 10'	Cousteau	N/S
300	921	J2	286	Erickson W/O 10'	Cousteau	S/S
301	921	J2	291	Mackenzie W/O 20'	Cousteau	S/S
302	921	J2	290	Mackenzie W/O 20'	Cousteau	N/S
303	921	J2	281	Velasquez W/O 10'	Tasman	N/S
304	921	J2	280	Velasquez W/O 10'	Tasman	S/S
305	921	J3	264	Alisal W/O 20'	Linda Vista	W/S
306	921	J3	270	Alisal W/O 20'	Linda Vista	E/S
307	921	J3	288	Costeau E/O 10'	Mackenzie	W/S
308	921	J3	289	Costeau E/O 10'	Mackenzie	E/S
309	921	J3	271	La Mirada W/O 10'	Calero	S/S
310	921	J3	273	La Mirada S/O 10'	Linda Vista	W/S
311	921	J3	272	La Mirada S/O 50'	Linda Vista	E/S
312	921	J3	328	La Paz Rd. 10' E/O	Gallup	S/S
313	921	J3	266	Linda Vista 10' E/O	La Mirada	S/S
314	921	J3	268	Linda Vista 60' W/O	Alisal	S/S
315	921	J3	264	Linda Vista 20' W/O	La Mirada	S/S

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316	921	J3	265	Linda Vista 30' W/S	La Mirada	N/S
317	921	J3	267	Linda Vista 20' E/O	Alisal	S/S
318	921	J4	415	Bridlewood N/O 10'	Glen Cyn	E/S
319	921	J4	410	Bridlewood N/O 20'	Flintlock	E/S
320	921	J4	416	Bridlewood S/O 20'	Glen Cyn	W/S
321	921	J4		Chelsea Ln. S/O 10'	Nottingham	E/S
322	921	J4		Chelsea Ln. S/O 20'	Nottingham	W/S
323	921	J4	413	Flintlock E/O 10'	Bridlewood	S/S
324	921	J4	411	Flintlock E/O 10'	Bridlewood	N/S
325	921	J4	412	Flintlock E/O 150'	Bridlewood	N/S
326	921	J4	406	Glen Cyn. E/O 10'	Bridlewood	S/S
327	921	J4	405	Glen Cyn. E/O 10'	Bridlewood	N/S
328	921	J4	403	Glen Cyn. E/O 230'	Bridlewood	N/S
329	921	J4	404	Glen Cyn. E/O 250'	Bridlewood	S/S
330	921	J4	451	Mustang E/O 200'	Red Coral	S/S
331	921	J4	366	Nellie Gail E/O 10'	Nellie Gail	E/S
332	921	J4	364	Nellie Gail E/O 100'	Nellie Gail	W/S
333	921	J4	365	Nellie Gail E/O 20'	Nellie Gail	W/S
334	921	J4	367	Nellie Gail W/O 50'	Mustang	E/S
335	921	J4	461	Red Coral N/O 10'	Mustang	W/S
336	921	J4	120	Red Coral N/O 120'	Mustang	E/S
337	921	J4	460	Red Coral N/O 20'	Mustang	E/S
338	921	J5	427	Dapple Grey E/O	Nellie Gail 10'	N/S
339	921	J5	432	Dapple Grey E/O	Nellie Gail 10'	S/S
340	921	J5	431	Dapple Grey E/O	Nellie Gail 150'	N/S
341	921	J5	430	Dapple Grey E/O	Nellie Gail 200'	N/S
342	921	J5	429	Dapple Grey E/O	Nellie Gail 200'	S/S
343	921	J5	426	Dapple Grey E/O	Nellie Gail 220'	N/S
344	921	J5	428	Dapple Grey E/O	Nellie Gail 220'	S/S
345	921	J5	466	Empty Saddle E/O	Nellie Gail 100'	N/S
349	921	J5	465	Empty Saddle E/O	Nellie Gail 60'	N/S
347	921	J5	480	Highwood Cir. E/O	Rocking Horse @ 26861	W/S
348	921	J5	425	Houston Trail E/O	Nellie Gail Cul De Sac	E/S
349	921	J5	520	Nellie Gail N/O 20'	Dapple Grey	E/S
350	921	J5	371	Nellie Gail N/O 40'	Buck Board	W/S
351	921	J5	372	Nellie Gail N/O 50'	Buck Board	E/S
352	921	J5		Nellie Gail S/O 200'	Oso Pkwy	E/S
353	921	J5	379	Nellie Gail S/O 200'	Oso Pkwy	W/S
354	921	J5	527	Oso Pkwy E/O 320'	Nottingham	S/S
355	921	J5	528	Oso Pkwy E/O 340'	Nottingham	S/S

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356	921	J5	479	Rocking Horse	26872 N/of Highwood	N/S
357	921	J5	468	Spotted Pony N/O	Empty Saddle @ END	E/S
358	921	J6	482	Coach Springs N/O 100'	Hidden Trail	E/S
359	921	J6	483	Coach Springs N/O 100'	Hidden Trail	W/S
360	921	J6	484	Derbyhill W/O	Hidden Trail (cul-de-sac)	W/S
361	921	J6	464	Empty Saddle E/O 10'	Nellie Gail	S/S
362	921	J6	467	Empty Saddle E/O 60'	Nellie Gail	S/S
363	921	J6		Empty Saddle E/O 100'	Nellie Gail	S/S
364	921	J6	470	Hidden Trail E/O 150'	Nellie Gail	S/S
365	921	J6	469	Hidden Trail E/O 20'	Nellie Gail	N/S
366	921	J6	486	Hidden Trail Rd. N/O 5'	Rockridge	W/S
367	921	J6		Nellie Gail N/O 20'	Oso Pkwy	W/S
368	921	J6		Nellie Gail S/O 25'	Oso Pkwy	E/S
369	921	J6	377	Nellie Gail N/O 20'	Oso Pkwy	E/S
370	921	J6	381	Nellie Gail S/O 20'	Empty Saddle	E/S
371	921	J6	489	Pine Strap W/O 10'	Hidden Trail	S/S
372	921	J6	490	Pine Strap W/O 50'	Hidden Trail	N/S
373	921	J6		Rockridge W/O 20'	Hidden Trail	S/S
374	921	J6	487	Rockridge W/O 20'	Hidden Trail	N/S
375	921	J6	491	Stageline E/O 10'	Stagewood	N/S
376	921	J6	495	Stageline N/O 10'	Lost Colt	W/S
377	921	J6	493	Stageline S/O 200'	Lost Colt	E/S
378	921	J6	494	Stageline N/O 5'	Lost Colt	E/S
379	921	J6	492	Stagewood S/O 20'	Stageline	E/S
380	921	J7	485	Gold Dust E/O	Hidden Trail cul -de-sac	E/S
381	921	J7	471	Hidden Trail Rd. E/O 5'	Pine Strap	E/S
382	921	J7	472	Hidden Trail Rd. E/O 5'	Pine Strap	S/S
383	921	J7	473	Hidden Trail Rd. 500'	Greenfield W/O	N/S
384	921	J7	474	Hidden Trail Rd. 500'	Greenfield W/O	S/S
385	922	A5		Devonshire N/O 10"	Vista Viejo	W/S
386	922	A2	333	La Paz Rd E/O 100'	Cabot Rd.	S/S
387	922	A2	302	La Paz Rd E/O 70'	Cabot Rd.	N/S
388	922	A2	301	La Paz Rd W/O 15'	Cabot Rd.	N/S
389	922	A2	332	La Paz Rd W/O 50'	Cabot Rd.	S/S
390	922	A2	103	Paseo de Valencia E/O	Mackenzie 250'	S/S
391	922	A2		Paseo de Valencia E/O	Mackenzie 270'	S/S
392	922	A3		Cabot Rd S/O 80'	Paseo de Valenica	W/S
393	922	A3	339	Cabot Rd S/O A/F	La Paz Rd # 25401	W/S
394	922	A3	343	Cabot Rd. N/O 150'	El Paseo	W/S
395	922	A3	342	Cabot Rd. N/O 200'	Nellie Gail	W/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

396	922	A3	349	CABOT RD. S/O 20'	La Paz Rd. across 25401	E/S
397	922	A3		Cabot Rd. S/O 50'	Hitching Rail	W/S
398	922	A3		Cabot Rd. S/O 50'	Oso Pkwy.	W/S
399	922	A3		Cabot Rd. S/O 60'	Oso Pkwy.	E/S
400	922	A3	334	Evergreen W/O 40'	Oakleaf	N/S
401	922	A3		Hitching Rail N/O	Waterwheel	E/S
402	922	A3		Hitching Rail N/O	Waterwheel	W/S
403	922	A3		Hitching Rail S/O 5'	Nellie Gail	E/S
404	922	A3		Hitching Rail S/O 5'	Nellie Gail	W/S
405	922	A3	360	Nellie Gail W/O 30'	Hitching Rail	N/S
406	922	A3	361	Nellie Gail W/O 30'	Hitching Rail	S/S
407	922	A3	363	Nellie Gail E/O	Desert Trail 150'	S/S
408	922	A3	359	Nellie Gail W/O 10'	Cabot Rd.	S/S
409	922	A3	357	Nellie Gail W/O 10'	Cabot Rd.	N/S
410	922	A3	362	Nellie Gail E/O 150'	Desert Trail	N/S
411	922	A3	335	OAK LEAF S/O 30'	EVERGREEN	E/S
412	922	A3	105	Paseo de Valencia E/O	Mackenzie 15'	N/S
413	922	A3	104	Paseo de Valencia W/O	Cabot Rd. 250'	N/S
414	922	A3	336	Tree Top @	Pine Nut	N/S
415	922	A3	337	Tree Top W/O 10'	Pine Nut	S/S
416	922	A4		Bridlewood N/O 20'	Oso Pkwy.	E/S
417	922	A4		Bridlewood N/O 20'	Oso Pkwy.	W/S
418	922	A4		Bridlewood S/O 10'	Oso Pkwy.	W/S
419	922	A4		Bridlewood S/O 15'	Oso Pkwy.	E/S
420	922	A4		BRIDLEWOOD S/O 30'	Oso Pkwy.	W/S
421	922	A4		Diablo N/O	Orville Pl. in-cul-de-sac	N/S
422	922	A4		Hitching Rail E/O	Tombstone 50'	N/S
423	922	A4		Hitching Rail E/O	Tombstone 50'	S/S
424	922	A4		Hitching Rail W/O 10'	Cabot Rd.	N/S
425	922	A4		Hitching Rail E/O 15'	Tombstone	N/S
426	922	A4		Hitching Rail E/O 5'	Tombstone	S/S
427	922	A4		Hitching Rail N/O 5'	Pecos Rd.	E/S
428	922	A4		Hitching Rail N/O 5'	Pecos Rd.	W/S
429	922	A4		Nottingham S/O 10'	Oso Pkwy.	W/S
430	922	A4		Nottingham S/O 10'	Oso Pkwy.	E/S
431	922	A4	407	Orville Pl. E/O	Diablo in-cul-de-sac	E/S
432	922	A4		Oso Pkwy E/O 20'	Bridlewood	N/S
433	922	A4		Pecos Rd. E/O 100'	Hitching Rail	S/S
434	922	A4		Pecos Rd. S/O 200'	Hitching Rail	W/S
435	922	A5		Anadale N/O 10'	Vista Viejo @ 26871	W/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

436	922	A5		Anadale N/O 50'	Vista Viejo @ 26861	W/S
437	922	A5		Bridlewood N/O 120'	Vista Viejo @ 26821	W/S
438	922	A5		Bridlewood N/O 30'	Vista Viejo @ 26871	E/S
439	922	A5		Devonshire N/O 150'	Elm Bank	W/S
440	922	A5		Devonshire N/O 160'	Elm Bank	E/S
441	922	A5		Devonshire S/O 10'	Nottingham	E/S
442	922	A5		Devonshire S/O 30'	Nottingham	W/S
443	922	A5		Vista Viejo W/O 10'	Bridlewood	N/S
444	922	A5		Vista Viejo W/O 20'	Anadale	N/S
445	922	A5		Woodbluff S/O 5'	Vista Viejo	E/S
448	922	A5		Woodbluff S/O 5'	Vista Viejo	W/S
447	922	A5		Woodbluff S/O 70'	Vista Viejo	W/S
448	922	A6		Cabot Rd. N/O 10'	Rapid Falls	W/S
449	922	A6		Pinto Ln. E/O 20'	Lost Trail	S/S
450	922	H3		LOST TRAIL 10' S/O	LONE ACRES	E/S
451	922	H3	108	Paseo de Valencia E/O	Hillary 10'	N/S
452	922	H3	107	Paseo de Valencia E/O	Hillary 100'	N/S
453	922	H3		Paseo de Valencia E/O	Hillary 50'	N/S
454	922	H5		LOST TRAIL 10' S/O	LONE ACRES @ 27314	W/S
455	922	H5		LOST TRAIL 10' S/O	PINTO	E/S
456	922	H5		LOST TRAIL 20' S/O	PINTO	W/S
457	922	J3	106	Paseo de Valencia E/O	La Paz Rd 10'	N/S
458	922	J6		Lone Acres W/O	Lost Trail Across From 27341	E/S
459	922	J6		Rapid Falls E/O	Lost Trail Across From 25641	S/S
460	922	J6		Rapid Falls E/O	Lost Trail @ 25641	W/S
461	922	J6		Rapid Falls E/O 10'	Cabot Rd.	N/S
462	922	J6		Rapid Falls E/O 10'	Cabot Rd.	S/S
463	922	J6	545	Rapid Falls W/O AT 25821	Sundowner	N/S
464	922	J6		Sundowner N/O 10'	Rapid Falls	W/S
465	951	J1		Greenfield S/O 150'	Hidden Trail @ 27716	E/S
466	922	A3	342	Cabot S/O 400'	Paseo De Valencia	W/S
467	922	A3	349	Cabot 850 N/O	Paseo De Valencia	E/S
468	922	A4		Oso Pkwy 20' W/O	Tombstone	N/S
469	951	J1	477	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	W/S
470	951	J1	478	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	E/S
471	922	A4		Bridle Wood N/O	Vista Viejo 30'	E/S
472	922	A4	422	Bridle Wood N/O	Vista Viejo 60'	E/S
473	922	A6		Woodbluf E/O	Green Hills 27136	S/S
474	922	A6		Woodbluf E/O	Green Hills 27135	N/S
475	922	A5		Moore Oaks	Devon Shire 26821	N/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

476	922	A5		Moore Oaks	Devon Shire 26832	S/S
477	922	A5		Moore Oaks	Devon Shire 26831	N/S
478	922	A5		Moore Oaks	Devon Shire 26836	S/S
479	921	J2		El Dorado	Express	E/S
480	921	H5	440	26642 Stetson	Buckboard	E/S
481	921	H5	441	26661 Stetson	Buckboard	W/S
482	921	H5	438	26662 Stetson	Buckboard	W/S
483	921	H5	439	26661 Stetson	Buckboard	S/S
484	922	A5		White Oaks Cul-de-sac	At 22692	S/S
485	891	C6	36	Santa Vittoria 40' S/O	Ridge Route	W/S
486	891	C6	47	Santa Vittoria 80' S/O	Ridge Route	W/S
487	891	C6	22	Santa Vittoria 60' S/O	Ridge Route	W/S
488	891	C6	26	Ridge Route 60' E/O	Santa Vittoria	N/S
489	891	C6	33	Ridge Route 60' E/O	Santa Vittoria	S/S
490	891	C6	83	Lipari N/O AT 23502	Teramo @ End	E/S
491	891	E5	58	Carlota 200' S/O	Lake Forest	W/S
492	891	F7	67	Ave Carlota 60' S/O	El Toro	E/S
493	891	G7	97	El Toro 200' E/O	Carlota	S/S
494	891	G7	93	El Toro 30' W/O	Regional	N/S
495	921	G1	114	Paseo de Valencia 352' N/O	Kennington	E/S
496	921	H1		Los Alisos 50' E/O	Carlota	M/O
497	921	H1		Los Alisos 250' E/O	Carlota	M/O
498	921	H1		Hon 300' W/O	Alicia	N/S
499	921	H1	137	Hon 300' W/O	Alicia	S/S
500	921	H1	159	Alicia 250' S/O	Costeau	E/S
501	891	C6	75	Ridge Route 600' W/O	Carlota	S/S
502	921	J2	292	De Salle 25' S/O	Mackenzie	E/S
503	921	J2	295	El Dorado 20' S/O	Express	E/S
504	921	G3	111	Paseo de Valenica 250' N/O	Alicia	E/S
505	921	G1	115	Paseo de Valenica 50' N/O	Los Alisos	E/S
506	921	F3	150	Indian Hill 20' N/O	Sand Creek	E/S
507	921	F3		Indian Hill 20' S/O	Sand Creek	E/S
508						
509	921	J3	261	Creek	@ End	S/S
510	921	H3		Creek	El Capitan	W/S
511	921	H3	223	Luna Bonita 150' W/O	Encanito @ 24881	N/S
512	921	H3	224	Luna Bonita 150' W/O	Encanito @ 24872	S/S
513	921	H3	225	Luna Bonita 150' E/O	Encanito @ 25001	N/S
514	921	H3	228	Luna Bonita 150' E/O	Encanito @ 24992	S/S
515	921	G3	153	Alicia 250' E/O	Aliso Hills	N/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

516	921	H3	227	Aliso Hills 200' W/O	Luna Bonita	N/S
517	921	H3	226	Aliso Hills 200' W/O	Luna Bonita	S/S
518	921	J3	330	La Paz 80' W/O	P.D. Valencia	S/S
519	921	J3	329	La Paz 100' W/O	P.D. Valencia	S/S
520	921	H4	322	La Paz 250' W/O	Appaloosa	S/S
521	921	J4	403	Red Coral 120' N/O	Mustang	E/S
522	921	J4	400	Mustang 30" E/O	Farrier	S/S
523	921	J4	456	Mustang 40 E/O	Farrier	N/S
524	921	J4	457	Ferrier 30 N/O	Mustang	E/S
525	921	J4	399	Ferrier 30 N/O	Mustang	W/S
526	921	J4	452	Mustang 20' E/O	Red Coral	S/S
527	921	J5		Broken	@ End 26542	S/S
528	921	H5	351	GaLLUP 100' S/O	La Paz	W/S
529	921	H5	500	Lost Colt 250' W/O	Stage Line @ 27131	N/S
530	921	H6	499	Lost Colt 250' W/O	Stage Line @ 27132	S/S
531	921	H6	501	Lost Colt 300' W/O	Stage Line @ 27212	N/S
532	921	A3	348	Cabot 200' S/O	Nellie Gail	E/S
533	922	A4		Oso 60' W/O	Cabot	S/S
534	921	J5	519	Oso 340' E/O	Nottingham	N/S
535	921	J5	375	Oso 40' E/O	Nellie Gail	N/S
536	921	J5	376	Oso 40' E/O	Nellie Gail	S/S
537	921	H5	521	Oso 300' E/O	Westhaven	N/S
538	921	H5	525	Oso 300' E/O	Westhaven	S/S
539	922	A3	341	Paseo de Valencia	@ Mirg w/Cabot	S/W
540	921	F2	195	Moulton 40" S/O	Indian Creek/Glennout	E/S
541	921	H6	513	West Ridge 20' W/O	Maverick	S/S
542	921	H6	515	West Ridge 40' W/O	Maverick	N/S
543	921	H6	512	Lost Colt 40' E/O	Maverick	S/S
544	921	H6	511	Lost Colt 80' E/O	Maverick	S/S
545	921	J7	488	Pine Strap 10' W/O	Hidden Trail	N/S
546	921	H6	514	Lost Colt 70' S/O	Black Horse	E/S
547	921	H6	510	Lost Colt 70' S/O	Black Horse	W/S
548	921	H6	504	Lost Colt 150' S/O	Stage Line	E/S
549	922	H6	505	Lost Colt 150' S/O	Stage Line	W/S
550	922	A5		Falling Leaf 25' W/O	Devonshire	N/S
551	922	A5	532	Vista Viejo 400' W/O	Cabot	N/S
552	922	A5	531	Vista Viejo 400' W/O	Cabot	S/S
553	922	A5	533	Vista Viejo 430' W/O	Cabot	N/S
554	922	A5		White Oaks S/O	Lanhill Rest @	END
555	922	A5		Nottingham 20' N/O	Harrington	E/S

CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY

556	922	A5		Nottingham 10' N/O	Harrington	W/S
557	922	A5		Harrington 15' W/O	Nottingham	N/S
558	922	A5		Harrington 15' W/O	Nottingham	S/S

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical and Data, Inc. for Citywide Traffic Signal Maintenance Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Traffic Signal Maintenance Services Agreement with Crosstown Electrical and Data, Inc. for Citywide Traffic Signal Maintenance Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Agreement; and 3. Authorize the City Manager to sign Amendment No. 1 to the Traffic Signal Maintenance Services Agreement.

Background:

On June 8, 2021, City Council approved a Traffic Signal Maintenance Services Agreement for Citywide Traffic Signal Maintenance Services with Crosstown Electrical and Data, Inc. for a five-year term starting July 1, 2021, and ending on June 30, 2026. The Agreement allows for one (1) three-year extension on the same terms and conditions as the original Agreement.

Crosstown Electrical and Data, 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 Traffic Signal Maintenance Services Agreement with Crosstown Electrical and Data, Inc. to provide continued Citywide traffic signal 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 Citywide Traffic Signal Maintenance Services Agreement allows the City to unilaterally exercise an extension at rates tied to the current consumer price index. Accordingly, the requested 3.9% increase by Crosstown Electrical and Data, Inc. as part of Amendment No. 1 is anticipated to result in more favorable pricing than pursuing a new competitive bid process.

Fiscal Impact:

No new fiscal impact. These services are already budgeted for in the City's biennial budget.

Attachments:

1. Amendment No. 1 to Maintenance Services Agreement
2. 2021 Maintenance Services Agreement

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AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Crosstown Electrical & Data, Inc
Citywide Traffic Signal Maintenance Services

THIS FIRST AMENDMENT to the Crosstown Electrical and Data, Inc. Professional Services Agreement for Citywide Traffic Signal Maintenance Services (the "Amendment" or "Amendment No. 1") is made and entered into to be effective July 1, 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 CROSSTOWN ELECTRICAL AND DATA, 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 Professional Services Agreement for Citywide Traffic Signal Maintenance Services, which was made and entered into on July 1, 2021 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Entire Agreement/Amendments) of the Agreement provide that the Agreement may be amended, modified, and additional services provided, in writing at any time by mutual consent of the Parties.

B. More specifically, Section 2.3 (Optional CPI Adjustment of Compensation/Fees/Billing Rate Schedule) provides that after the first two (2) years of the Agreement, rates may be adjusted by the Consumer Price Index ("CPI"), subject to a maximum cap of five percent (5%) per adjustment.

C. City has been satisfied with Contractor's services provided under this Agreement and desires to renew the Agreement pursuant to Section 3.3 (Term), which provides for one additional three (3) year term beyond the initial expiration date of June 30, 2026.

D. Contractor submitted a proposal dated May 18, 2026 to extend the Agreement for an additional three (3) years and requested a 3.9% CPI adjustment to the rates pursuant to Section 2.3 of the Agreement, a copy of which proposal is attached hereto as Exhibit A to this Amendment and incorporated herein by this reference.

E. The Parties now desire to extend the term of the Agreement for three (3) years and to approve the rate adjustment set forth herein. The adjusted rates, as set forth in Exhibit A to this Amendment, shall supersede and replace the fees, rates and/or unit prices set forth in Contractor's l Proposal/Scope of Work previously attached under Exhibit A to the Original Agreement.

F. Pursuant to Section 2.1 (Maximum Contract Amount), the Parties further desire to increase the Annual Maximum Contract Amount during the Extended Term from Two Hundred Thousand Dollars ($200,000) to Three Hundred Thousand Dollars ($300,000). All other terms,

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conditions, and scope of work set forth in the original Exhibit A shall remain in full force and effect.

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

AGREEMENT

1. Extended Term. The Parties hereby agree to extend the term of the Original Agreement for an additional period of three (3) years, commencing on July 1, 2026 and expiring on June 30, 2029. Unless sooner terminated in accordance with the terms hereof.

2. Rate adjustment. Pursuant to Section 2.3 of the Agreement which authorizes CPI based rate adjustments after the first two (2) years of the Agreement, subject to a maximum cap of five percent (5%), the Parties hereby approve a three-point nine percent (3.9%) CPI adjustment to the services rates effective July 1, 2026. The adjusted rates applicable during the Extended Term are set forth in Exhibit A attached hereto and incorporated herein by this reference. Exhibit A superseded and replaces the fee schedule, rates, and unit prices contained in the Original Proposal/Scope of Work previously attached as Exhibit A to the Original Agreement.

3. Annual Maximum Contract Amount. Pursuant Section 2.1 of the Original Agreement, the Parties hereby agree to increase the Annual Maximum Contract Amount to Three Hundred Thousand Dollars ($300,000) (hereinafter referred to as the "Annual 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 and incorporated herein.

4. Full Force and Effect. This Amendment 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.

5. 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.

6. 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.

[*SIGNATURES ON NEXT PAGE*]

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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 Lassooy,
Assistant City Attorney

"CONTRACTOR"
CROSSTOWN ELECTRICAL AND DATA, INC., a California corporation

DocuSigned by:
Dave Heermance
By:_____
87954681A2124E8...
DAVID P. HEERMANCE,
President/Chief Executive Officer

Signed by:
Ben Heermance
By:_____
2094E4DAE160474...
BENJAMIN HEERMANCE,
Chief Finance Officer

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ATTACHMENT "A"

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Crosstown Electrical & Data, Inc.

May 18, 2026

Dear Mr. Ames,

Crosstown Electrical & Data, Inc. respectfully requests that the City of Laguna Hills exercise the renewal option pursuant to the currently executed Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Crosstown Electrical & Data, Inc., originally effective July 1, 2021.

As outlined in Section 3.3 of the Agreement, the city retains the unilateral option to renew and extend the agreement for one additional three (3) year term beyond the initial expiration date of June 30, 2026. Crosstown respectfully requests execution of the renewal option so that we may continue providing uninterrupted Citywide Traffic Signal Maintenance Services to the City.

Crosstown greatly values our longstanding relationship with the City of Laguna Hills and remains committed to providing responsive, high-quality maintenance services and emergency support for the City's traffic signal infrastructure.

Additionally, pursuant to Section 2.3 of the Agreement regarding CPI Adjustment of Compensation/Fees/Billing Rate Schedule, Crosstown respectfully requests implementation of the previous fiscal year's Orange County Consumer Price Index (CPI) adjustment.

The applicable CPI increase for the previous fiscal year was approximately 3.9%, and Crosstown respectfully requests implementation of this adjustment in accordance with the provisions of the Agreement. This adjustment is necessary to address continuing increases in labor, materials, equipment, insurance, fuel, and operational costs associated with maintaining the required service levels under the contract.

We appreciate your consideration of this request and look forward to continuing our longstanding partnership with the City of Laguna Hills.

Sincerely,

Jerry Davis
Senior Operations Manager
Crosstown Electrical & Data, Inc.
(951) 738-1444
jdavis@crosstowndata.com

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BIDDER'S NAME Crosstown Electrical & Data Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

BID PROPSAL (1 of 3)
Routine Monthly Traffic Signal Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems, ILSNS, safety lights, cameras, interconnect and appurtenances, inclusive of annual conflict monitor testing **Per intersection, per month:**	49 Traffic Signals	$ 59.22 Per Each	$ 2901.78 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons at 10 locations **Per light, per month:**	18 Beacon Lights	$ 15.59 Per Each	$ 280.62 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights **Per light, per month:**	193 Lights	$ 1.14 Per Each	$ 220.02 Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs **Per sign, per month:**	169 ILSNS	$ 1.14 Per Each	$ 192.66 Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge at 1 location **Per sign, per month:**	4 Signs	$ 6.23 Per Each	$ 24.92 Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights **Per light, per month:**	28 Streetlights	$ 1.14 Per Each	$ 31.92 Monthly
7	Routine inspection, preventative maintenance, and repairs of City monument/wall lights + tree up lights along El Toro Road **Per light, per month:**	117 Lights	$ 1.14 Per Each	$ 133.38 Monthly

Continued Next Page

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BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Routine Monthly Traffic Signal Maintenance Bid Proposal (1 of 3) continued:

Total Citywide Routine Monthly Traffic Signal Maintenance Services $ 3785.30 /month

X 12 months

Total Citywide Annual routine monthly traffic signal maintenance Bid in figures $ 45,423.60

Total Annual Cost Bid in Words:
Forty-five thousand four hundred twenty-three DOLLARS and 60 CENTS

Continue to next section

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BID PROPOSAL (2 of 3)
Extraordinary traffic signal 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. The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
1.	Manage the City's response to Underground Service Alert and field mark out signal facilities as required.	200 Each USA requests	$ 155.17	$. 31,034.00
2.	Replace Red LED Ball or arrow	50 Each	$ 96.32	$. 4816.00
3.	Replace Green LED Ball or arrow	50 Each	$ 96.32	$. 4816.00
4.	Replace Yellow LED Ball or arrow	10 Each	$ 96.32	$ 963.20
5.	Replace Safety Light or Streetlight LED	20 Each	$ 610.00	$ 12,200.00
6.	Replace Ped Indication	15 each	$ 187.28	$. 2809.20

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BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Extraordinary traffic signal maintenance unit prices continued

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
7.	Replace Bulldog Ped button	10 each	$ 92.03	$ 920.30
8.	Replace ILSNS with new LED type (6' or 8') as specified	20 each	$ 2905.51	$ 58,110.20
9.	Replace Conflict Monitor	5 Each	$ 1177.19	$ 5885.95
10.	Replace Landscape up light bulbs in kind along El Toro Road	20 Each	$ 32.11	$ 642.20
11.	Replace Pilaster and wall bulbs in kind along El Toro Road	10 Each	$ 39.60	$ 396.00
12.	Provide six-foot diameter in-ground detection loops in groups of two	10 Each	$ 588.59	$ 5885.90
13.	Install Agency provided Video detection camera and cabling on mast-arm	20 Each	$ 1498.24	$ 29,964.80
14.	Replace Type II Electrical Service or equivalent	5 Each	$ 2354.37	$ 11,771.85
15.	Replace three-section head	4 Each	$ 642.10	$ 2568.40
16.	Replace four-section head	4 Each	$ 819.68	$ 3274.72
17.	Replace Battery Backup system batteries	1 Set	$ 1685.52	$ 1685.52
18.	Paint all equipment at an 8-phase intersection or paint the equivalent equipment at multiple locations	1 Set	$ 3745.60	$ 3745.60

Total extraordinary traffic signal maintenance estimated work Bid $ 181,489.84

Total extraordinary traffic signal maintenance estimated work Bid in Words:

One hundred eighty-one thousand four hundred eighty-nine DOLLARS and 84 CENTS

Continue to next section

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BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL (3 of 3)
Emergency traffic signal call out work unit prices

List the position titles and responsibilities of personnel and typical equipment that will be providing emergency response services on a fully burdened Time and Materials basis. Materials will be paid at cost plus 15% with documentation satisfactory to City. The Straight Time rates shall also be utilized for any Extraordinary Work that requires a time and materials cost estimate. Emergency 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 fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

PERSONNEL

Position	Hourly Straight Time	Hourly Overtime
Title: TS Maintenance Tech (ISMA Cert)	$ 113.44	$ 170.16
Description: PM, Repairs, Troubleshoot, USA's		
Title: Bench Tech (IMSA Cert)	$ 85.61	$ 85.61
Description: In House Equipment Repairs		
Title:	$	$
Description:		

Equipment	Hourly Rate
Type: Bucket Truck	$ 41.74
Type: Utility Truck	$ 23.54
Type: Crane	$ 101.67
Type: Compressor (w/tools)	$ 10.70
Type: Arrow Board	$ 7.49

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Crosstown Electrical & Data, Inc.
(Citywide Traffic Signal Maintenance Services)

THIS TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st 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 CROSSTOWN ELECTRICAL & DATA, 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 traffic signal maintenance services company capable of performing specialized citywide traffic signal maintenance services for signalized intersections and various other traffic-related ancillary devices and related equipment through the use of commonly accepted electrical and traffic engineering concepts, effective transportation planning practices, and proper safety measures and industry protocols, as well as to provide and perform other similar maintenance, cleaning and inspection services for public transportation facilities, signals, and equipment, on a routine, emergency, and as-needed on-call basis (the "Project").

B. In response to City's Notice Inviting Bids (Notice Inviting Bids and Specifications for Citywide Traffic Signal Maintenance Services), dated April 21, 2021, Contractor has submitted to City a proposal, dated May 21, 2021 to provide traffic signal maintenance services for signalized intersections and various other traffic-related ancillary devices and related equipment, as well as to provide and perform other similar maintenance, cleaning and inspection services, 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 traffic signal 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 traffic signal 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 specialized citywide traffic signal maintenance services for signalized intersections and various other traffic-related ancillary devices and related equipment, as well as to provide and perform other similar maintenance, cleaning and inspection services, to City for the Project on a routine, emergency, and as-needed on-call basis as set forth in Contractor's Proposal/Scope of Work, dated May 21, 2021, and as set forth in City's Notice Inviting Bids and Specification for Citwide Traffic Signal Maintenance Services, dated April 21, 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) City's Notice Inviting Bids and Specifications for Citywide Traffic Signal Maintenance Services, dated April 21, 2021; and, (3) the Contractor's signed, original Proposal/Scope of Work, dated May 21, 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 Specification for Citywide Traffic Signal Maintenance Services, 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 Traffic Signal 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 ***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.

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 Two Hundred Thousand Dollars ($200,000.00) (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 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 1, 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: David P. Heermance, President/CEO. 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 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:
Crosstown Electrical & Data, Inc.
Attention: David P. Heermance, President/CEO
5454 Diaz Street
Irwindale, California 91706
Telephone: (626) 813-6693

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 reminder 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"
CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

DAVID P. HEERMANCE,
President/Chief Executive Officer

BENJAMIN HEERMANCE,
Chief Financial Officer

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: MAY 21, 2021

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

CITY OF LAGUNA HILLS

24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

CITYWIDE TRAFFIC SIGNAL MAINTENACE SERVICES

DUE: MAY 21, 2021

SUBMITTED BY:
CROSSTOWN ELECTRICAL & DATA, INC.
5454 DIAZ ST., IRWINDALE, CA 91706

Crosstown Electrical & Data, Inc.

May 20, 2021

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

To Whom it May Concern:

Crosstown Electrical and Data Inc. ("Crosstown") is pleased to submit this proposal in response to the City of Laguna Hills Citywide Traffic Signal Maintenance Services Project.

Crosstown acquired Computer Service Company (CSC) in 2020. CSC had been the Traffic Signal Maintenance provider for the City of Laguna Hills since 2014 and in 2020 Crosstown was privileged to take over the agreement. The strong team of IMSA certified technicians from CSC were able to stay onboard and bring the company's 40 years of experience to Crosstown. Our team is intimately familiar with each signalized intersection in the City of Laguna Hills and we look forward to continuing to serve the City.

In addition to our Traffic Signal Maintenance Division, Crosstown is proud to serve Southern California with its Construction, Fiber and Specialized Communications & Networking divisions. We specialize in traffic signal maintenance, traffic signal installations and modifications, conduit installation, installation of electrical and ITS Infrastructure, fiber optics, copper, wireless, communications, video detection and closed- circuit television systems. The entire Crosstown team is always available for backup support to perform any extraordinary emergency repairs in a quick and efficient manner.

Crosstown's Traffic Signal Maintenance division has the experience required and is qualified to perform the scope of work stated in the RFP. We currently employ professional IMSA certified traffic signal/street light electricians and an operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. Crosstown intends to use in-house personnel and equipment required to service the City of Laguna Hills signalized intersections and various other traffic related ancillary devices. We support the International Municipal Signal Association (IMSA) training procedures with all of our technicians obtaining advanced certification through in-house training and participation in IMSA certification courses. The specialized experience and professional competence of Crosstown's personnel identified as part of this RFP is reflected in the personnel section of this response.

Please note that Crosstown maintains an A & C-10 License, No. 756309. We are also registered with the Department of Industrial Relations, No. 1000000155. Crosstown owns all of its own bucket trucks, work trucks, bobcats, cranes, boring rigs and traffic control equipment. **Crosstown will provide the full Scope of Services described in the Notice Inviting Bids and Specifications. Furthermore, Crosstown will be willing and able to sign and comply with the Sample Draft Citywide Traffic Signal Maintenance Services Agreement.** Crosstown Acknowledges the receipt of Addendum #1.

Our firm is very confident that we can provide superior service and meet all of the requirements set forth in this request for proposals. Thank you for your time and consideration and we look forward to continuing to be the Traffic Signal Maintenance Service provider for the city of Laguna Hills.

Best Regards,

Dave Heermance –President
5454 Diaz St.
Irwindale, CA 91706
Phone: (626) 813-6693
Dave@crosstowndata.com

Crosstown Electrical & Data, Inc.

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- Bid Proposal Sheets P-2 through P-11
- Signed Addendum #1
- Letter of Recommendation
- Technician Certificates

COMPANY QUALIFICATIONS

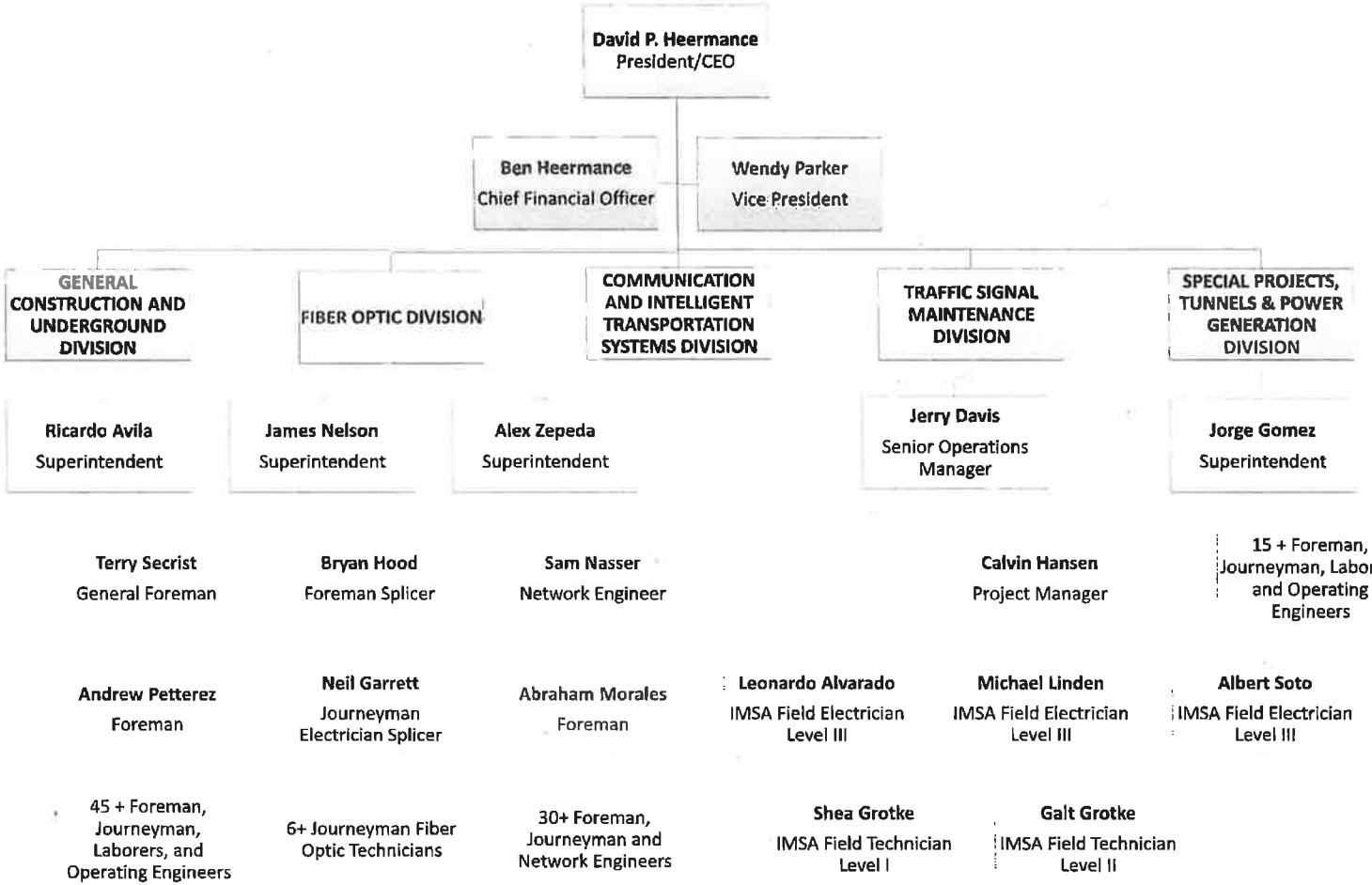
Crosstown Electrical & Data, Inc. was incorporated in 1998 and has been providing Electrical, ITS and traffic signal services successfully for the past 22 years and we are proud to now offer a Traffic Signal Maintenance Division with the acquisition of the former Computer Services Company that has been continuously providing Traffic Signal Maintenance services over the past 40 years. Crosstown is 100% owned and operated by Mr. David Heermance. We currently have 131 employees with the qualified staff necessary to perform the tasks and services required of this request for proposal.

Crosstown has good relationships with many cities throughout California and multiple traffic signal maintenance contracts currently in effect that are similar to this RFP, such as the city of San Dimas, Azusa, Maywood, and Downey. See reference section for additional projects and details. Crosstown maintains a Class "A" General Construction license and a class "C-10" Electrical license, No. 756309, Expires 11/30/22. We are registered with the Department of Industrial Relations, DIR # 100000155. Crosstown complies with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively. Crosstown complies with the Copeland Anti- kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Company Name:	Crosstown Electrical & Data, Inc.
Legal Form of Company:	Corporation
License no.:	756309
Federal Employer ID #:	22-3611877
DIR #:	1000000155
Project Contact:	Jerry Davis: Senior Operations Manager
Telephone Number:	(951) 738-1444
Cell Phone:	(951) 260-3694
Email:	jdavis@crosstowndata.com
Corporate Office:	5454 Diaz Street Irwindale, CA. 91706 (626) 813-6693

Crosstown Electrical & Data, Inc.

Traffic Signal Maintenance and Emergency On-Call Services Project



KEY PERSONNEL / QUALIFICATIONS

A. Crosstown's Qualified Maintenance Personnel

Crosstown will maintain adequate level of labor resources as required by the Scope of Work. The designated manager will have full involvement of the work effort. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

i. **Albert Soto – Maintenance Electrician / IMSA Field Electrician Level III:** Albert was with CSC for 15 years as a Maintenance Technician and is now part of the Crosstown Traffic Signal Maintenance team. Albert provides maintenance support for various Crosstown contracted cities. He is proficient with NEMA and 170 controllers and is also working with safety lighting for the cities that he maintains. He is also IMSA Work safety certified, has up to date training on Econolite controller and software, as well as McCain 2070 controller and software training, has taken Iteris VDS training courses and is Bucket truck certified.

ii. **Galt Grotke – Maintenance Technician / IMSA Field Technician Level II:** Galt came to us from the United States Air Force with an extensive electrical background. He is a level II IMSA technician and has five years of experience as a technician. He also performs State Certification Testing on Traffic Signal Controller Assemblies. Galt is responsible for running Crosstown's bench repair, as well as doing our Conflict Monitor Testing. Mr. Grotke is also IMSA Work safety certified, has up to date training on Econolite controller and software, as well as McCain 2070 controller and software training, has taken Iteris VDS training courses and is Bucket truck certified.

iii. **Shea Grotke- Maintenance Technician / IMSA Field Technician Level I:** Shea has a Bachelors of Arts in Computer Science from Cal State San Bernardino. He has experience as a General Maintenance Supervisor of a Building Complex and working in General Construction for Shimmick. Shea joined Crosstown in March of 2020 and has his IMSA Work Zone Safety and Traffic Signal Level I certifications. He is scheduled to take his Level II exam in early summer 2021. Shea is also an IBEW Union Traffic signal Maintenance Technician, he is bucket truck certified, and trained in Iteris Video Detection systems, Gridsmart Video Detection systems, and Econolite Controller Programming. He has currently been providing Maintenance services in the cities of Laguna Hills, West Hollywood, Maywood and Los Alamitos.

B. Crosstown's Management Contacts and Support Staff

i. **David Heermance, President -** Mr. Heermance is the President and CEO of Crosstown Electrical & Data, Inc. which has been providing Electrical and communication services since 1998. He holds a General Construction Class A license as well as an Electrical Class C-10 License and has led Crosstown to experience continual growth and success each year. Mr. Heermance brings over 40 years of overall experience in the installation, operation, maintenance and management of electronic equipment, communications, traffic signals and fiber optic systems to his team. He has in-depth knowledge and understanding of data communications, fiber optics, video, and their application to traffic signals and Intelligent Transportation Systems. Furthermore, Mr. Heermance has developed exceptional management skills in relation to construction and maintenance and ensures that each project is completed successfully and with a satisfied customer.

ii. **Jerry Davis – Senior Traffic Signal Maintenance Operations Manager:** As Senior Operations Manager Jerry is also the Contact Compliant Manager for this contract. He is responsible for providing strong strategic leadership for the company by working with other management staff and ownership to establish long-range goals, strategies, plans and policies. As well as plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance, Jerry works closely with our entire team as well as our clients. He is responsible for the day-to-day direction, oversight and quality control of and delivery of service on this contract. Jerry has over 35 years of experience in traffic signal construction, maintenance and service operations, many of those years have been spent in high profile leadership roles. Jerry worked many of his years in this industry as an IBEW Union journeymen electrician, foreman, and general foremen and as a Project Engineer for Steiny & Co. Jerry came to CSC in early 2013 to oversee all aspects of the company's operations and now manages all Traffic Signal Maintenance operations at Crosstown. He is an active IMSA Member and holds his IMSA Work Zone Safety, Level I and Level II Traffic Signal Field Technician Certifications.

iii. **Alex Zepeda – Superintendent: / NEC Certified / IMSA Field Electrician Level II:** Alex came to Crosstown in 2005 and has over 18 years of experience in communication integration work. He specializes in CCTV camera installation and integration. Alex worked for CSC from 2001-2005 where he got his IMSA Field Electrician Level II. During this time he was a field electrician and has the background on Traffic Signal Cabinets as well as the maintenance of City intersections. Alex has experience in all types of wireless communication systems and integration and an excellent understanding of communication media such as copper and fiber technologies. He is a Certified Electrician and Fiber Optic Installer and has Certifications for Bridge Wave Wireless Technology and Comnet Ethernet and Communication also OSHA 10/30 Certification. Alex received his Associates

Degree in 2002 from ITT in Science of Electronic Engineering. Alex is available for on-call or backup needs for an IMSA certified technician.

iv. **Ralph Maciel – Inventory / Warehouse Manager:** Ralph has been with CSC for 19 years. He started out as a delivery driver and over the years has worked his way up to warehouse manager. Ralph is in charge of ordering the equipment that is needed on a day-to-day basis and ensuring that the supplies stay well stocked. His knowledge of traffic signal equipment has been a vital asset in keeping our warehouse stocked with all the equipment, tools, and supplies needed to keep our cities intersections running and looking great.

v. **Dan Bylund – Purchasing / IT System Administrator:** Dan has a BA in Business and is a Certified Microsoft Professional. He has been with the company for over 4 years and currently working with our Web-based Maintenance Management System (MMS). This real time work monitoring program (Sales Force) allows the cities to see how the preventative and response maintenance is going on a day-to-day, hour-by-hour time basics. Dan is our liaison with the companies we purchase our equipment through. He also is involved with our monthly invoicing to the cities.

C. Subcontractor

Smithson Electric – Loop installation
Chris Zell
1938 E. Katella Avenue
Orange, CA 92867
chris@smithsonelectric.com

CLIENT REFERENCES

A. List of Current Representative Projects and Contact information.

City of Downey (101 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Edwin Norris, Deputy Director of Public Works
11111 Brookshire Ave., Downey, CA 90241
(562) 904-7110
enorris@downeyca.org

City of San Dimas (36 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Chase Buckelew, Public Works Maintenance Superintendent
245 East Bonita Avenue, San Dimas, CA 91773
(909) 394-6270
cbuckelew@ci.san-dimas.ca.us

City of Azusa (47 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Robert Delgadillo P.E., Director of Public Works / City Engineer
213 E. Foothill Boulevard, Azusa, CA 91702
(626) 812-5248
rdelgadillo@azusaca.gov

City of Laguna Hills (49 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Kenneth Rosenfield, Director of Public Works
24035 El Toro Road, Laguna Hills, CA 92653
(949) 707-2655
kronsenfield@ci.laguna-hills.ca.us

City of El Monte (73 Intersection, Traffic Signal Emergency on Call Services)
Frank Drevdahl, Public Works Administrative Analyst
3990 Arden Drive, El Monte, CA 91731
fdrevdahl@elmonteca.gov

City of Monterey Park (63 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Cesar Vega, Civil Engineer Associate
320 W. Newmark Avenue, Monterey Park, CA 91754
(626) 307-1320
cvega@montereypark.ca.gov

City of Hemet (41 Intersections, Traffic Signal Maintenance & Emergency on Call Services)
Matt Devore, Facilities Maintenance Technician
3777 Industrial Avenue, Hemet, CA 92545
(951) 765-3710
mdevore@cityofhemet.org

City of Maywood (Traffic Signal Maintenance & Emergency on Call Services)
Able Hernandez
4319 East Slauson Ave., Maywood, CA 90270
(323) 562-5700
abel.hernandez@cityofmaywood.org

City Council
Emmett Badar, Mayor
Denis Bertone, Mayor Pro Tem
John Ebiner
Ryan A. Vienna
Eric Weber

City Manager
Chris Constantin

Assistant City Manager
Brad McKinney

Director of Community Development
Henry K. Noh

Director of Public Works
Shari Garwick

Director of Parks and Recreation
Hector M. Kistemann

City Attorney
Jeff Malawy

May 21, 2021

RE: Letter of Recommendation for Crosstown Electrical & Data, Inc.

To whom it may concern,

Crosstown Electrical & Data, Inc has been performing work for the City of San Dimas for a number of years. I started working for the City's Public Works Department over 16 years ago and they had already established a good working relationship then. It wasn't until a few years ago that I was more involved in the Traffic Signal Maintenance activities in the City and experienced first-hand the valued working relationship they had with the City. The staff at Crosstown Electrical & Data, Inc has been professional, knowledgeable, and accommodating. Crosstown has always been responsive to the City's needs.

Feel free to reach out with any questions regarding this letter of recommendation for Crosstown Electrical & Data. I can be reached at (909) 394-6247 or via email at sbarragan@sandimasca.gov

Respectfully,

Steven Barragan
Engineering Manager
City of San Dimas

05-21-12 sb

EQUIPMENT INVENTORY

VEHICLE DESCRIPTION	MAKE	MODEL	YEAR
Crane	Kenworth/Manitex	T880	2018
Bucket Truck #260, 40'	Ford	F550 4x4	2019
Bucket Truck, 37'	Dodge	5500	2013
Pick-up Truck	Chevy	1500	2021

The equipment inventory list above is for the proposed equipment that will be used for this contract. If the need arises, Crosstown owns additional equipment that may be used as needed, such as additional work trucks, pickup trucks, dump trucks, backhoes, bobcats, boring machines, etc.

UNDERSTANDING OF THE SCOPE OF SERVICES

The following sets forth Crosstown Electrical & Data's (Crosstown's) approach and understanding to accomplishing the tasks outlined in the Scope of Work (SOW). Crosstown complies with all applicable federal, state and local laws, codes, ordinances and regulations. Crosstown acknowledges the four main tasks set forth in this RFP and will provide and understanding of each task.

General

Crosstown will have all required tools, materials, equipment, apparatus, facilities and skilled labor services available to perform all work necessary for this RFP. A hydraulic bucket truck capable of reaching a height of at least 28 feet above ground will be available. A computer laptop for programming, maintenance and testing of traffic signal controllers and equipment will be provided to our technicians.

Crosstown will provide all vehicles and traffic control necessary by our Technicians and vehicles will be equipped with permanently mounted warning strobe lights, traffic cones, construction warning signs. Traffic control/lane closures will conform to the California Manual on Uniform Traffic Control Devices.

Crosstown will maintain a valid Class A and Class C-10 contractor license. Contractor license No. 756309 which expires on 11/30/22. We will also apply for and maintain a current City of Los Alamitos Business license throughout the duration of the agreement. Crosstown will pay prevailing wages pursuant to Labor Code section 1771 and is registered with the Department of Industrial Relations, DIR #1000000155.

Crosstown will be equipped with spare parts and equipment necessary to return a defective signal to operation following ordinary trouble calls. In cases where a complex controller or component has to be repaired, Crosstown will install a substitute controller or component while repairing the defective controller or component and the substitute equipment will be of equal in operative characteristics. All material and equipment in our inventory will be the property of Crosstown until such a time it is used or installed in the City.

Crosstown's assigned signal technician will be available to meet with the City's designated representative as needed and agreed upon mutually, to discuss signal maintenance activities.

Crosstown will provide and maintain emergency service response on a twenty-four (24) hour, seven (7) days per week basis utilizing a radio dispatch truck for City requested services throughout the term of the contract. We will have available all required tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain and repair the traffic signals, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of vehicle detectors (video and loop) repair of controller malfunctions or any damage creating a public hazard. Our technician's vehicles will also carry portable stop signs should City request this installation for blacked out signals. This telephone number shall be made available to all persons designated by the City.

Crosstown will maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors and technicians 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. We will subscribe to Underground Services Alert (USA) to receive on-line notifications to receive direct request or notices for identification of City underground facilities and respond to the field within 48 hours to such notices. We also agree to manage all aspects of the City's obligations to Underground Services Alert, except for payment of any USA fees which will be paid by the City.

Crosstown will provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working hours of the

contact, including Saturdays, Sundays, and holidays. We agree to provide the reporting party with an estimated time of arrival.

It is understood that we may need to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. We will perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Crosstown will take photos of any damage and submit them with a written report summarizing the results of the examination and inspection and submit these within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos. The Field Technician shall also clean the site of any debris including sweeping of any glass or other materials from the roadway.

In the event that additional traffic signals and appurtenant devices are added or become a part of the maintenance requirements of the City, they will be maintained at the same unit price. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

Maintenance Records

It is understood that Crosstown will maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. Crosstown will keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Crosstown is required to maintain by this contract and as described in the RFP.
2. Crosstown will maintain a complete set of records for all locations noting all inspections and repairs completed and as described in the RFP. .
3. Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending Task Orders shall be attached to each associated monthly invoice as described in the RFP.
4. Crosstown will also be responsible to maintain copies of City records for performing the required underground marking of facilities and as described in the RFP.

Notifications

Crosstown will notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Services or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component. Contractor will also notify Laguna Hills Police Services (Orange County Sheriff's Department) and the Director of Public Services or his authorized representative of any signal tum-offs or turn- ons necessitated by his operations and shall not make said turn- offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Services or his authorized representative. All directions of travel shall be provided with two stop signs mounted on Type II barricades or equivalent for the duration of the shut down.

Warranty Service

Crosstown will coordinate warranty repairs with the manufacturer or installing firm for all newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company except for new ILSNS which shall carry a five (5) year warranty. We will notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

Traffic Control

Crosstown will always 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 performed 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. Crosstown will perform traffic control and maintain the equipment required, as described in this RFP.

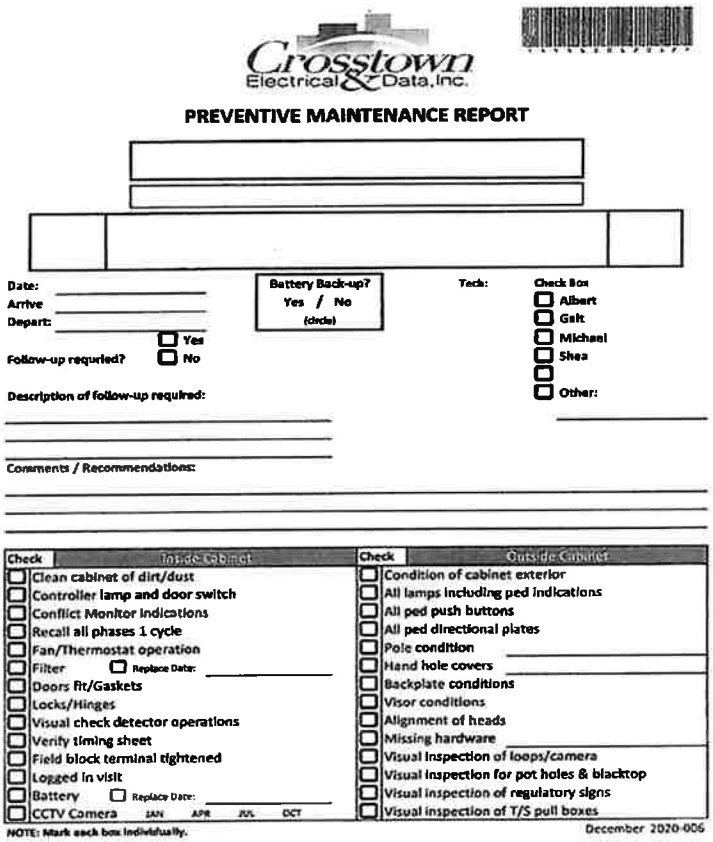
PROPOSED SCHEDULE OF MAINTENANCE

Routine Maintenance

Crosstown provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. We will inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, cleaning of pan/tilt/zoom camera lenses, cleaning of vehicle detection camera lenses, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, conflict monitor testing (labor), and lamping to maintain existing operation. Materials only will be paid per the Extraordinary Fee schedule. Crosstown will be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

1. Monthly Inspection

Each Month, Crosstown will clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City. Crosstown currently uses a standard checklist within the city and we will re-submit it for approval as we continue the contract. Monthly inspections will include items shown on the checklist below as well as all required items shown in this RFP, but not limited to the following:



Crosstown Electrical & Data, Inc.

PREVENTIVE MAINTENANCE REPORT

Date:
Arrive
Depart:
Follow-up required? ☐ Yes ☐ No

Battery Back-up? Yes / No (circle)

Tech: Check Box
☐ Albert
☐ Galt
☐ Michael
☐ Shea
☐
☐ Other:

Description of follow-up required:

Comments / Recommendations:

Check	Inside Cabinet	Check	Outside Cabinet
☐	Clean cabinet of dirt/dust	☐	Condition of cabinet exterior
☐	Controller lamp and door switch	☐	All lamps including ped indications
☐	Conflict Monitor indications	☐	All ped push buttons
☐	Recall all phases 1 cycle	☐	All ped directional plates
☐	Fan/Thermostat operation	☐	Pole condition
☐	Filter ☐ Replace Date:	☐	Hand hole covers
☐	Doors fit/Gaskets	☐	Backplate conditions
☐	Locks/Hinges	☐	Visor conditions
☐	Visual check detector operations	☐	Alignment of heads
☐	Verify timing sheet	☐	Missing hardware
☐	Field block terminal tightened	☐	Visual inspection of loops/camera
☐	Logged in visit	☐	Visual inspection for pot holes & blacktop
☐	Battery ☐ Replace Date:	☐	Visual inspection of regulatory signs
☐	CCTV Camera JAN APR JUL OCT	☐	Visual inspection of T/S pull boxes

NOTE: Mark each box individually. December 2020-006

2. Quarterly Maintenance (Every Three Months)

Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

3. Semi Annual Maintenance (Every Six Months)

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

4. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

5. Quarterly Maintenance (Every Three Months)

Check Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

6. Semi Annual Maintenance (Every Six Months)

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

7. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

Crosstown will test conflict monitors on an annual basis to current standards. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the various items of work in the routine monthly traffic signal maintenance unit prices. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance. Verify and update records of current software or firmware for the Econolite controllers and the Centracs system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers.

All painting, repair and replacements, loop detector replacements, lamps and lighting, conflict monitors, and battery back up system will be maintained as stated in the RFP.

Emergency Service

Contractor will maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. It is understood that temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Crosstown will make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays, in the event of malfunctions of the controller or signal system or turned head. It is understood that we are required to provide the reporting party or Contact with an estimated time of arrival. The replacement of red lamps is an emergency call. The replacement of burned-out lamps (other than red) need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. These replacements will be handled as soon as possible in a routine manner.

Extraordinary Maintenance

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. All Extraordinary/emergency maintenance will be performed per the City of Laguna Hills RFP. Crosstown agrees to all work as stated.

Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, Crosstown will follow the procedure stated in the RFP

FINANCIAL STATEMENT

Our firm is financially strong and bondable and we have an excellent reputation for providing quality service to various cities and government agencies throughout Southern California. Crosstown has a 3 year average of over 30 million dollars in revenue. Crosstown is pleased provide a copy of our reviewed financial statements upon request.

ATTACHMENTS

- **BID PROPOSAL SHEETS P-2 THROUGH P-11**
- **SIGNED ADDENDUM #1**
- **LETTER OF RECOMMENDATION**
- **TECHNICIAN CERTIFICATES**

BIDDER'S NAME: CROSSTOWN ELECTRICAL & DATA, INC.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TRAFFIC SIGNAL 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 Traffic Signal Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Traffic Signal Maintenance Services Agreement for a period commencing on July 1, 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: CROSSTOWN ELECTRICAL & DATA, INC. DATE MAY 18, 2021

CONTRACTOR'S ADDRESS: 5454 DIAZ ST., IRWINDALE, CA 91706

BY DAVID P. HEERMANCE

TITLE PRESIDENT

(Signature) DAVID P. HEERMANCE

PHONE (626) 813-6693

BY ANDREA HEERMANCE

TITLE SECRETARY

(Signature) ANDREA HEERMANCE

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 LOS ANGELES)

On MAY 18, 2021 before me, CANDACE PARRA, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID P. HEERMANCE,
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.

CANDACE PARRA
Notary Public - California
Los Angeles County
Commission # 2245823
My Comm. Expires: JUL 11, 2022

Signature Candace Parra (Seal)

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 LOS ANGELES)

On MAY 18, 2021 before me, CANDACE PARRA, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ANDREA HEERMANCE,
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.

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WITNESS my hand and official seal.

CANDACE PARRA
Notary Public - California
Los Angeles County
Commission # 2245823
My Comm. Expires: JUL 11, 2022

Signature Candace Parra (Seal)

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name CROSSTOWN ELECTRICAL & DATA, INC.

Business Address 5454 DIAZ ST., IRWINDALE, CA 91706

FAX No. (626) 813-6693 Telephone (626)869-0192

E-Mail address: DAVE@CROSSTOWNDATA.COM

State Contractor's License No. and Class 756309

Original Date Issued 11/18/1998 Expiration Date 11/30/2022

Years this Company has been in the Maintenance Business CROSSTOWN ACQUIRED CSC IN 2020 WHO BROUGHT THEIR **40 YEARS** OF TRAFFIC SIGNAL MAINTENANCE EXPERIENCE TO OUR TEAM, CROSSTOWN HAS **22 YEARS** OF COMMUNICATION SYSTEM MAINTENANCE

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:

DAVID P. HEERMANCE, PRESIDENT; 5454 DIAZ ST., IRWINDALE, CA 91706; 626-813-6693
WENDY PARKER, VICE PRESIDENT; 5454 DIAZ ST., IRWINDALE, CA 91706; 626-813-6693
ANDREA HEERMANCE, SECRETARY; 5454 DIAZ ST., IRWINDALE, CA 91706; 626-813-6693
BEN HEERMANCE, CFO; 5454 DIAZ ST., IRWINDALE, CA 91706; 626-813-6693

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

NONE

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

NONE

BY DAVID P. HEERMANCE
(Print Name)

(Signature)

TITLE PRESIDENT

DATE 5/20/2021

Continued next page

BIDDER'S NAME: CROSSTOWN ELECTRICAL & DATA, 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 SAN DIMAS

   Address: 245 EAST BONITA AVENUE, SAN DIMAS, CA 91773

   Telephone: 909-394-6270

   Primary Contact Person/Title: CHASE BUCKELEW, PUBLIC WORKS MAINTENANCE SUPERINTENDEN

   Years of service with this Agency: 21 YRS. Type of Work: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY ON-CALL SERVICE ~~(36 INTERSECTIONS)~~

   Term of Agreement: 2 YRS Expiration Date: JUNE 2022

2. Agency: CITY OF DOWNEY

   Address: 11111 BROOKSHIRE AVENUE, DOWNEY, CA 90241

   Telephone: 562-904-7110

   Primary Contact Person/Title: EDWIN NORRIS, P.E., DEPUTY DIRECTOR OF PUBLIC WORKS

   Years of service with this Agency: 3.5 Type of Work: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY ON-CALL SERVICE ~~(101 INTERSECTIONS)~~

   Term of Agreement: 5 YRS. Expiration Date: NOVEMBER 2022

3. Agency: CITY OF MAYWOOD

   Address: 4319 EAST SLAUSON AVE., MAYWOOD, CA 90270

   Telephone: 323-562-5700

   Primary Contact Person/Title: ABLE HERNANDEZ, PUBLIC WORKS DIRECTOR

   Years of service with this Agency: 1.5 Type of Work: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY ON-CALL SERVICE

   Term of Agreement: 3 YRS. Expiration Date: JANUARY 2023
   (+ UP TO (2) 1 YEAR EXTENSIONS)

Continued next page

BIDDER'S NAME: CROSSTOWN ELECTRICAL & DATA, INC.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

DAVID P. HEERMANCE, 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

DAVID P. HEERMANCE
Name (print)

PRESIDENT
Title

MAY 18, 2021
Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

ACKNOWLEDGMENT

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State of California
County of LOS ANGELES)

On MAY 18, 2021 before me, CANDACE PARRA, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID P. HEERMANCE,
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.

CANDACE PARRA
Notary Public - California
Los Angeles County
Commission # 2245823
My Comm. Expires: JUL 11, 2022

Signature Candace Parra (Seal)

BIDDER'S NAME Crosstown Electrical & Data Inc.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

BID PROPSAL (1 of 3)
Routine Monthly Traffic Signal Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems, ILSNS, safety lights, cameras, interconnect and appurtenances, inclusive of annual conflict monitor testing **Per intersection, per month:**	49 Traffic Signals	$ 57.00 Per Each	$ 2,793.00 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons at 10 locations **Per light, per month:**	18 Beacon Lights	$ 15.00 Per Each	$ 270.00 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights **Per light, per month:**	193 Lights	$ 1.10 Per Each	$ 212.30 Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs **Per sign, per month:**	169 ILSNS	$ 1.10 Per Each	$ 185.90 Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge at 1 location **Per sign, per month:**	4 Signs	$ 6.00 Per Each	$ 24.00 Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights **Per light, per month:**	28 Streetlights	$ 1.10 Per Each	$ 30.80 Monthly
7	Routine inspection, preventative maintenance, and repairs of City monument/wall lights + tree up lights along El Toro Road **Per light, per month:**	117 Lights	$ 1.10 Per Each	$ 128.70 Monthly

Continued Next Page

BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Routine Monthly Traffic Signal Maintenance Bid Proposal (1 of 3) continued:

Total Citywide Routine Monthly Traffic Signal Maintenance Services $ 3,644.70 /month

X 12 months

Total Citywide Annual routine monthly traffic signal maintenance Bid in figures $ 43,736.40

Total Annual Cost Bid in Words:
Forty Three Thousand, Seven Hundred Thirty Six DOLLARS and 40 CENTS

Continue to next section

****

BID PROPOSAL (2 of 3)
Extraordinary traffic signal 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. The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
1.	Manage the City's response to Underground Service Alert and field mark out signal facilities as required.	200 Each USA requests	$145.00	$29,000.00
2.	Replace Red LED Ball or arrow	50 Each	$90.00	$4,500.00
3.	Replace Green LED Ball or arrow	50 Each	$90.00	$4,500.00
4.	Replace Yellow LED Ball or arrow	10 Each	$90.00	$900.00
5.	Replace Safety Light or Streetlight LED	20 Each	$570.00	$11,400.00
6.	Replace Ped Indication	15 each	$175.00	$2,625.00

Continued next page

BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Extraordinary traffic signal maintenance unit prices continued

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
7.	Replace Bulldog Ped button	10 each	$86.00	$860.00
8.	Replace ILSNS with new LED type (6' or 8') as specified	20 each	$2,715.00	$54,300.00
9.	Replace Conflict Monitor	5 Each	$1,100.00	$5,500.00
10.	Replace Landscape up light bulbs in kind along El Toro Road	20 Each	$30.00	$600.00
11.	Replace Pilaster and wall bulbs in kind along El Toro Road	10 Each	$37.00	$370.00
12.	Provide six-foot diameter in-ground detection loops in groups of two	10 Each	$550.00	$5,500.00
13.	Install Agency provided Video detection camera and cabling on mast-arm	20 Each	$1400.00	$28,000.00
14.	Replace Type II Electrical Service or equivalent	5 Each	$2,200.00	$11,000.00
15.	Replace three-section head	4 Each	$600.00	$2,400.00
16.	Replace four-section head	4 Each	$765.00	$3,060.00
17.	Replace Battery Backup system batteries	1 Set	$1,575.00	$1,575.00
18.	Paint all equipment at an 8-phase intersection or paint the equivalent equipment at multiple locations	1 Set	$3,500.00	$3,500.00

Total extraordinary traffic signal maintenance estimated work Bid $ 169,590.00

Total extraordinary traffic signal maintenance estimated work Bid in Words:

One Hundred Sixty Nine Thousand, Five Hundred Ninety DOLLARS and 0 CENTS

Continue to next section

****

BIDDER'S NAME: Crosstown Electrical

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL (3 of 3)
Emergency traffic signal call out work unit prices

List the position titles and responsibilities of personnel and typical equipment that will be providing emergency response services on a fully burdened Time and Materials basis. Materials will be paid at cost plus 15% with documentation satisfactory to City. The Straight Time rates shall also be utilized for any Extraordinary Work that requires a time and materials cost estimate. Emergency 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 fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

PERSONNEL

Position	**Hourly Straight Time**	**Hourly Overtime**
Title: TS Maintenance Tech (ISMA Cert)	$ 106.00	$ 159.00
Description: PM, Repairs, Troubleshoot, USA's		
Title: Bench Tech (IMSA Cert)	$ 80.00	$ 80.00
Description: In House Equipment Repairs		
Title:	$	$
Description:		

Equipment	**Hourly Rate**
Type: Bucket Truck	$ 39.00
Type: Utility Truck	$ 22.00
Type: Crane	$ 95.00
Type: Compressor (w/tools)	$ 10.00
Type: Arrow Board	$ 7.00

BIDDER'S NAME: CROSSTOWN ELECTRICAL & DATA, INC.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

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.

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 18TH day of MAY, 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 DETERMING 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.

CONTRACTOR NAME: CROSSTOWN ELECTRICAL & DATA, INC.

By DAVID P. HEERMANCE
Print

Signature

PRESIDENT
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

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 LOS ANGELES)

On MAY 18, 2021 before me, CANDACE PARRA, A NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID P. HEERMANCE,
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.

CANDACE PARRA
Notary Public - California
Los Angeles County
Commision # 2245823
My Comm. Expires: JUL 11, 2022

Signature _____ (Seal)

CITY OF LAGUNA HILLS

May 17, 2021

To All Bidders:

RE: Addendum No. 1 to Notice Inviting Sealed Bids for Citywide Traffic Signal Maintenance Services

All Bidders shall take note of the following correction of the coversheet.

1. The Bid Opening Date on the coversheet of The Notice Inviting Sealed Bids has been corrected to May 21, 2021, at 11:00 a.m., to be consistent with the formal Notice Inviting Sealed Bids (page NIB-1).
2. The date of the Bid Opening is May 21, 2021, at 11:00 a.m.

Bidder shall acknowledge receipt of this Addendum No. 1 by executing and returning this document with their Bid.

CROSSTOWN ELECTRICAL & DATA, INC.
Bidder Name

MAY 18, 2021
Bidder Signature Date

Sincerely,

Kenneth H. Rosenfield, P.E.
Interim City Manager/Public Services Director

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
website: www.lagunahillsca.gov

CERTIFIED PUBLIC SAFETY TECHNICIAN

IMSA

Albert J. Soto

is hereby certified as a

Traffic Signal Senior Field Tech Level III

by completing all requirements and examination for certification
on 10/9/2020

Valid thru 10/9/2023
Certification #CE_61614

Toby Cummings, CAE - Executive Director

CERTIFIED PUBLIC SAFETY TECHNICIAN

IMSA

Galt G. Grotke

is hereby certified as a

Traffic Signal Field Technician Level II

by completing all requirements and examination for certification
on 10/19/2019

Valid thru 10/19/2022
Certification #BE_119989

Toby Cummings

Toby Cummings, CAE - Executive Director

Shea E. Grotke

is hereby certified as a

Traffic Signal Technician Level I

by completing all requirements and examination for certification
on 3/18/2020

Valid thru 3/18/2023
Certification #AA_130097

Toby Cummings - Executive Director

EXHIBIT "B"

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

INCLUDING,

PROJECT SPECIFICATIONS

DATED: APRIL21, 2021

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

Issued: April 21, 2021

Bid Opening: May 20, 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 TRAFFIC SIGNAL MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:

April 21, 2021

Kenneth H. Rosenfield, P.E.
Interim City Manager/Public Services Director
R.C.E. No. 33496
Expires 6/30/22

Date

1404157.1

CITY OF LAGUNA HILLS

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CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE TRAFFIC SIGNAL 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 Traffic Signal 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 21st day of May 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 TRAFFIC SIGNAL 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 all-inclusive citywide traffic signal maintenance services, including, but not limited to, routine monthly inspection and maintenance of existing traffic signals and all related equipment, extraordinary maintenance as authorized by Task Order, and emergency 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 Traffic Signal 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 Traffic Signal 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 Traffic Signal Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for an additional $10.00 (ten dollars) per set, or call for express delivery rates. 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 21st day of April 2021.

CITY OF LAGUNA HILLS, CALIFORNIA

MELISSA AU-YEUNG, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

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 Traffic Signal Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF TRAFFIC SIGNAL 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 Traffic Signal 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 Traffic Signal 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 Traffic Signal 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 Traffic Signal 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 Traffic Signal Maintenance Services such that the Contractor shall begin work at 12:01 AM on July 1, 2021, for the term as set forth in the Draft Citywide Traffic Signal 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

GENERAL PROVISIONS
FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Traffic Signal Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Traffic Signal 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 the monthly Traffic Signal maintenance services as shown on the Bid Schedule of all designated City Traffic Signals and Equipment (see Appendix II which is also generally depicted on the City Map attached hereto) as described herein in the Scope of Work to include routine maintenance and cleaning of traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but, not be limited to, all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, pan/tilt/zoom cameras, detection cameras, in-ground detection loops and all related hardware at all City signalized intersections and City street lights, underdeck lights, guide sign lights and City monument lights. Bidder is solely responsible for satisfying themselves as to the full scope of the routine traffic signal maintenance.

In addition to the unit prices for Routine Monthly Traffic Signal Maintenance Services, Bidder shall provide unit prices for work as specified for use in determining compensation for Extraordinary Traffic Signal Work and for Emergency Traffic Signal Work, as each are defined in the Scope of Work. No Extraordinary Work shall be performed unless first authorized by the issuance of a Task Order.

4. AWARD OF CITYWIDE TRAFFIC SIGNAL 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 Traffic Signal 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 Traffic Signal 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 1, 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 contracted monthly amount for monthly routine traffic signal maintenance for the price proposed and, separately, for any extraordinary 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 TRAFFIC SIGNAL MAINTENANCE

Routine Traffic Signal Maintenance shall consist of daily, weekly, monthly, quarterly, and annual Traffic Signal maintenance services of all traffic signal equipment as identified in the Traffic Signals locations and equipment listing (see Appendix II) and as further defined in the Scope of Work herein. Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the unit price bid for routine monthly traffic signal 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 monthly routine work shall include, but not be limited to, the following:

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications and video detection cameras, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, lamping to maintain existing operation, annual conflict monitor testing and documenting all maintenance activities. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to

neglected regularly scheduled maintenance. Additional requirements are detailed in the Scope of Work herein.

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.

1. 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.

2. 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.

3. Extraordinary work shall only include work not included in the routine monthly traffic signal maintenance work as defined herein.

4. 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.

5. 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.

6. 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 Contractor 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 failure of a traffic signal system. Contractor shall respond to emergency work and be on site within two hours of notice of the emergency and restore the traffic signal, 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 convert the temporarily restored traffic signal functions to a permanent restoration of the traffic signal operations shall not be considered to be emergency work and shall be completed under the Bid Proposal for routine monthly traffic signal 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 Traffic Signal 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.

12. EMERGENCY 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.

13. 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.

14. DRESS CODE AND APPEARANCE

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 traffic signal 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 Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

15. 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.

16. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any traffic signal area. If such alterations affect the provision of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

17. CITY LIAISON

The City representative and the Contractor's Supervisor will meet on a monthly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of traffic signal maintenance. The Contractor shall also meet with the City's designated Traffic Engineering Consultant, as needed and as requested, to address traffic signal operational issues.

18. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions. As needed, the work will 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.

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 OF OPERATIONS/HOLIDAYS

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 Maintenance Schedule Chart describing maintenance 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 maintenance operations.

The Contractor shall provide Traffic Signal Maintenance Services on a seven day per week, 365 day per year, basis for the work as specified herein.

21. REPORTS AND SCHEDULES

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 monthly inspection and cleaning of the Inventory of Traffic Signal Maintenance Areas and recommendations to resolve non-standard findings.

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 AND SPECIAL SKILLS

The Contractor shall assign a supervisor of field technicians to assure performance of the specified routine monthly traffic signal 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.

23. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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.

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 Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
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
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

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.

26. CONSTRUCTION EQUIPMENT

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.

27. 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.

28. NOISE CONTROL REQUIREMENTS

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 producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.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.

29. WATER QUALITY REQUIREMENTS

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.

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CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TRAFFIC SIGNAL 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 Traffic Signal 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 the following Bid Proposal pages.

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE TRAFFIC SIGNAL 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 Traffic Signal Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR 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.

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 Traffic Signal Maintenance Services Agreement for a period commencing on July 1, 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 TRAFFIC SIGNAL MAINTENANCE SERVICES

BID PROPSAL (1 of 3)
Routine Monthly Traffic Signal Maintenance

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems, ILSNS, safety lights, cameras, interconnect and appurtenances, inclusive of annual conflict monitor testing **Per intersection, per month:**	49 Traffic Signals	$_____ Per Each	$_____ Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons at 10 locations **Per light, per month:**	18 Beacon Lights	$_____ Per Each	$_____ Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights **Per light, per month:**	193 Lights	$_____ Per Each	$_____ Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs **Per sign, per month:**	169 ILSNS	$_____ Per Each	$_____ Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge at 1 location **Per sign, per month:**	4 Signs	$_____ Per Each	$_____ Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights **Per light, per month:**	28 Streetlights	$_____ Per Each	$_____ Monthly
7	Routine inspection, preventative maintenance, and repairs of City monument/wall lights + tree up lights along El Toro Road **Per light, per month:**	117 Lights	$_____ Per Each	$_____ Monthly

Continued Next Page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Routine Monthly Traffic Signal Maintenance Bid Proposal (1 of 3) continued:

Total Citywide Routine Monthly Traffic Signal Maintenance Services $_____/month

X 12 months

Total Citywide Annual routine monthly traffic signal maintenance Bid in figures

$_____

Total Annual Cost Bid in Words:

_____DOLLARS and _____CENTS

Continue to next section

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BID PROPOSAL (2 of 3)
Extraordinary traffic signal 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. The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
1.	Manage the City's response to Underground Service Alert and field mark out signal facilities as required.	200 Each USA requests		
2.	Replace Red LED Ball or arrow	50 Each		
3.	Replace Green LED Ball or arrow	50 Each		
4.	Replace Yellow LED Ball or arrow	10 Each		
5.	Replace Safety Light or Streetlight LED	20 Each		
6.	Replace Ped Indication	15 each		

Continued next page

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

Extraordinary traffic signal maintenance unit prices continued

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT PRICE $	TOTAL COST $
7.	Replace Bulldog Ped button	10 each		
8.	Replace ILSNS with new LED type (6' or 8') as specified	20 each		
9.	Replace Conflict Monitor	5 Each		
10.	Replace Landscape up light bulbs in kind along El Toro Road	20 Each		
11.	Replace Pilaster and wall bulbs in kind along El Toro Road	10 Each		
12.	Provide six-foot diameter in-ground detection loops in groups of two	10 Each		
13.	Install Agency provided Video detection camera and cabling on mast-arm	20 Each		
14.	Replace Type II Electrical Service or equivalent	5 Each		
15.	Replace three-section head	4 Each		
16.	Replace four-section head	4 Each		
17.	Replace Battery Backup system batteries	1 Set		
18.	Paint all equipment at an 8-phase intersection or paint the equivalent equipment at multiple locations	1 Set		

Total extraordinary traffic signal maintenance estimated work Bid $_____

Total extraordinary traffic signal maintenance estimated work Bid in Words:

_____DOLLARS and _____CENTS

Continue to next section

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BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

BID PROPOSAL (3 of 3)
Emergency traffic signal call out work unit prices

List the position titles and responsibilities of personnel and typical equipment that will be providing emergency response services on a fully burdened Time and Materials basis. Materials will be paid at cost plus 15% with documentation satisfactory to City. The Straight Time rates shall also be utilized for any Extraordinary Work that requires a time and materials cost estimate. Emergency 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 fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement.

PERSONNEL

Position	**Hourly Straight Time**	**Hourly Overtime**
Title:_____	$_____	$_____
Description:_____		
Title:_____	$_____	$_____
Description:_____		
Title:_____	$_____	$_____
Description:_____		

Equipment	**Hourly Rate**
Type:_____	$_____
Type:_____	$_____
Type:_____	$_____
Type:_____	$_____
Type:_____	$_____

BIDDER'S NAME:_____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES
CONTINUED

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.

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 DETERMING 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.

CONTRACTOR NAME: _____

By _____
Print

_____
Signature

_____
Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS
FOR
CITYWIDE TRAFFIC SIGNAL MAINTENANCE SERVICES

GENERAL

The Notice Inviting Bids, Information for Bidders, Proposal, General Provisions, Special Provisions, all Appendices and the Sample Draft Traffic Signal Maintenance Services Agreement establish the standards and specifications (hereinafter "specifications") for Traffic Signal maintenance for the City of Laguna Hills.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the Traffic Signal maintenance, as set forth in this specification, and in keeping with the highest standards of quality and performance for the lump sum price proposal.

SCOPE OF WORK

The traffic signal maintenance contractor (Contractor) shall perform routine scheduled maintenance, extraordinary maintenance, emergency repairs and technical support for the City of Laguna Hills (City) traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the scope of work. Traffic signal systems shall include but, not be limited to, all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, pan/tilt/zoom cameras, detection cameras, in-ground detection loops, conflict monitors and all related hardware at all City signalized intersections and City street lights, underdeck lights, guide sign lights and City monument/decorative lights along El Toro Road.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four (24) hour, on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections with an established checklist. The Contractor

shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of repairs is imperative.

1. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. 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.

2. Compensation For Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit prices per the Bid Proposal (1 of 3). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per unit prices per the Bid Proposal (2 of 3) and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered 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 traffic signal system. 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 (3 of 3) plus materials 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 in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work. Contractor shall

maintain access to at least sixteen (16) stop signs on Type II barricades for installation at blacked out intersections upon request.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operational following ordinary trouble calls. The Contractor shall have on-hand at least five (5) spare NEMA controllers which are Centracs system-compatible (includes controller software updates and ethernet ready) and five (5) spare NEMA Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City. Contractor shall have and monitor a local telephone number, fax number and email address.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for NEMA controllers.

4. Personnel

The Contractor shall have available at least two (2) full-time Transportation System Electricians to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Services or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of Econolite controllers, current and older models, and its integrated operation with Econolite Centracs (monitoring central master).

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted monthly with invoicing.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night rides for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, monuments or other work as required. Monthly night inspections for safety lighting, City owned

street lights, Battery Backup Systems, ILSNS, landscape up lighting and pilaster lights will be conducted after dusk and overtime rates shall not apply to these activities.

5. 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 maintenance and repair services as requested by the City, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of vehicle detectors (video and loop) repair of controller malfunctions or any damage creating a public hazard. Contractor vehicles shall also carry portable stop signs should City request this installation for blacked out signals. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that allows the City direct phone and email communications with all supervisors and technicians 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.

The Contractor shall subscribe to Underground Services Alert (USA) to receive on-line notifications to receive direct request or notices for identification of City underground facilities and respond to the field within 48 hours to such notices. Contractor shall manage all aspects of the City's obligations to Underground Services Alert, except for payment of any USA fees which will be paid by the City.

6. Response Criteria for Requested Services

Whenever the Contractor receives requested 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 one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working 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 at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. 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. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos. The Field Technician shall also clean the site of any debris including sweeping of any glass or other materials from the roadway.

7. Additions To System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

8. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

a) **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment. Existing operational records shall also be maintained for historical purposes.

   The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form as approved by City, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual" making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location. On an annual basis, each January, Contractor shall make a full and complete copy of these records and submit them to City.

b) **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four (24) hour period. This record shall include the date and time of day the work was performed at each intersection, the description of work performed, and the name of the technician(s) that performed the work.

   Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

c) **Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending Task Orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary

reports have been received. The monthly Activities Report submitted with each invoice shall include: Location of each separate service; Date and approximate time for the service; Reason for the service; Identification of the type of service (Routine, Extraordinary and/or Emergency); Status of repair (complete or temporary) for Temporary-Estimated date of final repairs; Who called in the request for service – OC Sheriff's Report Number; Name of technicians(s) performing the service; Number of hours spent for each service, time and date stamped photograph of the work area/damaged facilities and manufacturers serial numbers of all new equipment installed.

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete Task Orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include: Location of pending work; Date of authorization; Reason the work is incomplete; Estimated date when the service will be completed.

9. Citywide Underground References.

Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans in response to U.S.A. callouts. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

10. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Services or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

11. Shut Downs

Contractor shall notify Laguna Hills Police Services (Orange County Sheriff's Department) and the Director of Public Services or his authorized representative of any signal tum-offs or turn-ons necessitated by his operations and shall not make said turn- offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Services or his authorized representative. All directions of travel shall be provided with two stop signs mounted on Type II barricades or equivalent for the duration of the shut down.

12. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide

training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

13.Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company except for new ILSNS which shall carry a five (5) year warranty. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

14.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.

15. Routine Maintenance

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, cleaning of pan/tilt/zoom camera lenses, cleaning of vehicle detection camera lenses, continuity checks, testing of the City's signal interconnect system,

testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, conflict monitor testing (labor), and lamping to maintain existing operation. Materials only will be paid per the Extraordinary Fee schedule. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

a) Monthly Inspection

Contractor shall clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit, for City approval, a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

i. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.

ii. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

iii. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.

iv. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of vehicles, bicycles and pedestrians and adjust or repair as necessary to restore intended operation and inspection and leaning of both pan/tilt/zoom cameras and vehicle detection camera lenses. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.

v. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.

vi. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion

curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

vii. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.

viii. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.

ix. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

x. Check the operation of the Emergency Vehicle Pre-Emption (EVP) equipment in the cabinet.

xi. Inspection of illuminated street name signs, guide signs, safety lights, monument lights and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.

xii. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required.

b) Quarterly Maintenance (Every Three Months)

i. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

c) Semi Annual Maintenance (Every Six Months)

i. Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

d) Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

i. Conflict Monitor testing

Contractor shall test conflict monitors on an annual basis to current standards. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the various items of work in the routine monthly traffic signal maintenance unit prices. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

16. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned quarterly according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City.

17. Battery Back-Up System

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

18. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the Econolite controllers and the Centracs system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shut-down of the signal shall be coordinated with the City and may be required to

be conducted at night. Software updates may be required as needed more frequently than once a year.

19. Painting

a) Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four **(24)** hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

b) Contractor shall re-paint signal faces, visors, housings and back plates per the fee schedule as directed by Task Order.

c) Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance by Task Order.

20. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Specification.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

21. Loop Detector Replacement

Once it is determined and the City has issued a task order, that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

22. Lamps and Lighting

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals, flashers, street lights, under-deck lights, monument lights, and guide sign lights based upon an 80% depletion curve in like and kind. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned- out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance and shall be warranted for 5-years of services.

23. Conflict Monitors

Contractor shall test conflict monitors using current standards on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the various unit prices bid for monthly routine maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

24. Battery Back-up Systems

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

25. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays, in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of red lamps is an emergency call. The replacement of burned-out lamps (other than red) need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

26. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract unit prices per signalized intersection, flashing beacon, highway safety light, guide signs, city owned

street lights and illuminated street name sign, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

27. Extraordinary Maintenance

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit an estimate to the City providing the details and justification for the needed repairs. The work shall be subject to City issuance of a Task Order and will be scheduled during regular hours whenever possible, 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.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

a. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction orexcavation.
b. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components.
c. Replacement of batteries for battery back-up systems.
d. LED module replacements.
e. Pedestrian indication replacements.
f. Painting of cabinets and signal heads (except for the initial painting per the fee schedule).
g. New lenses and framework.
h. Signal loop detector replacement.
i. Video detection camera replacement.
j. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
k. Replacement when said equipment becomes obsolete or deteriorates beyond repair.
l. Pan/tilt/zoom camera replacement.
m. ILSNS LED sign complete replacement with Temple Edgelit ILSNS.
n. Monument, tree, wall unit complete light fixture replacement.

o. Contractor shall respond to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect, mark them in the field per USA standards and invoice this work as extraordinary maintenance.

28. Notifications

On a monthly basis, the Contractor shall report to the Director of Public Services or his authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Services or his authorized representative's written authorization via a Task Order, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance Task Orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with the exemption given to Task Orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

29. Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

a. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Services or his representative. Contractor shall set up Stop Signs in all directions, two in each direction of travel, eight stop signs per major intersection.

b. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City storage.

c. If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

d. If the Contractor representative must leave a blacked-out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash and restore normal traffic signal operation when the power is available.

30. Underground Service Alert

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Contractor shall fully manage the City's USA response except for the payment of monthly USA fees.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the Director of Public Services, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete and perform all follow-up with USA in any format the USA requires..

31. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the Econolite Centracs traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

32. Painting

Upon issuance of a Task Order, Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

33. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows. 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 response of traffic signals and appurtenances per intersection. 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.

34. Other

a. Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

b. 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.

c. Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

35. Equipment Replacement

The replacement of any equipment or material utilized in fulfillment of this Agreement shall be of the highest quality and premium standard equipment available to the City's satisfaction. Contractor shall submit up to three recommendations with manufacturers information for City review, approval and selection of the equipment and materials. City shall solely select the equipment or materials, regardless of cost, and Contractor shall then purchase and install the equipment in accordance with the fee schedule without any change in compensation.

APPENDIX I

DRAFT TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

(NOT ATTACHED - SEE FINAL AGREEMENT)

APPENDIX II

TRAFFIC SIGNAL LOCATION LIST
EQUIPMENT LIST

Traffic Signal and Related Equipment List

Note: For all purposes, any street that crosses Interstate 5 is considered to be in the East-West orientation, regardless of true north.

#	Intersection Location - Traffic Signals, Safety Lights, ILSNS
	East-West Arterial Highway
1	Lake Forest Drive at Del Lago Drive/Research
2	Lake Forest Drive at Moulton Parkway
3	Lake Forest Drive at Mill Creek Drive/Scientific
4	Lake Forest Drive at Santa Vittoria Drive/Tesla
5	Ridge Route Drive at Avenida de la Carlota
6	Ridge Route Drive at Peralta Drive
7	Ridge Route Drive at Moulton Parkway
8	El Toro Road at Avenida de la Carlota
9	El Toro Road at Regional Center Drive
10	El Toro Road at Paseo de Valencia
11	Los Alisos Blvd at Avenida de la Carlota
12	Los Alisos Blvd at Paseo de Valencia
13	Laguna Hills Drive at Paseo de Valencia
14	Laguna Hills Drive at Indian Hill Lane
15	Laguna Hills Drive at Moulton Parkway
16	Alicia Parkway at Hon Avenue/Paseo de Alicia
17	Alicia Parkway at Costeau Street
18	Alicia Parkway at Wilkes Place
19	Alicia Parkway at Paseo de Valencia
20	Alicia Parkway at Community Center Drive
21	Alicia Parkway at Aliso Hills Drive
22	Alicia Parkway at Moulton Parkway
23	Alicia Parkway at Ramona Street
24	La Paz Road at McIntyre Street
25	La Paz Road at Paseo de Valencia
26	La Paz Road at Aliso Hills Drive
27	La Paz Road at Moulton Parkway
28	Oso Parkway at Cabot Road
29	Oso Parkway at Bridlewood Drive
30	Oso Parkway at Nellie Gail Road
31	Oso Parkway at Moulton Parkway
	North-South Arterial Highway
32	Avenida de la Carlota at Via Puerta
33	Avenida de la Carlota at Paseo de Valencia (I-5 SB El Toro Road offramp)
34	Avenida de la Carlota at Plaza Lane
35	Avenida de la Carlota at Oakbrook Village

36 Cabot Road at Paseo de Valencia
37 Cabot Road at Nellie Gail Road
38 Cabot Road at El Paseo
39 Cabot Road at Rapid Falls Road/Cabot Park
40 Paseo de Valencia at Calle de la Plata
41 Paseo de Valencia at Calle de la Magdalena
42 Paseo de Valencia at Health Center Drive/Via Estrada
43 Paseo de Valencia at Kennington Drive
44 Paseo de Valencia at Beckenham Street
45 Paseo de Valencia at Hawk High Way
46 Moulton Parkway at El Pacifico/Crossline Church
47 Moulton Parkway at Glenwood Avenue
48 Moulton Parkway at Via Lomas
49 Moulton Parkway at Gordon Road

Battery Backup Systems

1. Ridge Roue Drive at Peralta Drive
2. Moulton Parkway at Ridge Route Drive

Flashing Beacons

1. Northbound Avenid de la Carlota N/O Commerce Center Drive (1 Beacon on post)
2. Southbound Paseo de Valencia S/O Kennington Drive (Dual flashing Beacon on post)
3. Northbound Paseo de Valencia N/O Mackenzie Street (Dual Beacon on post)
4. Eastbound La Paz Road E/O Gallup Circle (2 Beacons on mastarm)
5. Westbound La Paz Road W/O Tombstone Road (2 Beacons on mastarm)
6. Westbound Oso Parkway W/O Cabot Road (2 Beacons on mastarm)
7. Northbound Cabot Road N/O South City Limit (1 Beacon on post)
8. Southbound Moulton Parkway S/O Indian Hill Lane (2 Beacons on mastarm)
9. Northbound Nellie Gail Road N/O Empty Saddle Lane (RRFB x 2 on post)
10. Eastbound Nellie Gail Road E/O Lost Colt Drive (RRFB x 2 on post)

Sign Bridge Lights

Southbound Interstate 5 at El Toro Road offramp (4 lighted signs on overhead structure)
Maintenance shall include the time and cost for acquisition of a Caltrans Encroachment Permit

Bridge Underdeck lights

1. El Toro Road undercrossing of I-5
2. La Paz Road undercrossing of I-5

Streetlights. Landscape and Wall/Monument Lights
All lighting on El Toro Road between Avenida de la Carlota and Paseo de Valencia

LEGEND:

- (S) = EXISTING TRAFFIC SIGNAL
- ▬ = EXISTING INTERCONNECT
- T = TELEPHONE INTERCONNECT TO AT&T FACILITIES
- [M] = ARIES MASTER CONTROLLER LOCATION
- EVP = EMERGENCY PRE-EMPTION
- VD = VIDEO DETECTION
- VS = VIDEO SURVEILLANCE
- ▮▮▮▮▮▮ = FUTURE INTERCONNECT (CONDUIT AND CABLE)
- [W] = LAGUNA WOODS SIGNAL
- [C] = CALTRANS SIGNAL
- [M] = MISSION VIEJO SIGNAL
- [L] = LAKE FOREST
- [A] = ALISO VIEJO
- ✱ = CITY HALL (CENTRACS SERVER)

TRAFFIC SIGNAL SYSTEM MAP
5-13-20

PREPARED BY:
HARTZOG & CRABILL, Inc.
Consulting Traffic Engineers
17852 E. 17th Street, Suite 101
Tustin, California 92780
714.731.9455 fax: 714.731.9498
www.hartzog-crabill.com

LH SIGNAL CIRCUIT MAP 5-13-20.dwg

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Amendment No. 1 to Professional Services Agreement with WSP USA, Inc. for NPDES Program Management and Inspection Consulting Services

Recommendation: That the City Council: 1. Approve Amendment No. 1 to the Professional Services Agreement with WSP USA, Inc. for NPDES Program Management and Inspection Consulting Services; 2. Authorize the City Attorney to make minor edits as may be necessary to execute the Amendment; and 3. Authorize the City Manager to sign Amendment No. 1 to the Professional Services Agreement.

Background:

On June 13, 2023, City Council approved a Professional Services Agreement ("Agreement") with WSP USA Environment and Infrastructure, Inc. for a three-year term starting June 13, 2023, and ending on June 30, 2026, for NPDES Program Management and Inspection Consulting Services. Subsequently, on December 10, 2024, City Council approved an Assignment and Assumption Agreement for WSP USA, Inc. to assume the Agreement from WSP USA Environment and Infrastructure, Inc. on the same terms and conditions as the original Agreement.

The Agreement allows for one (1) two-year extension on the same terms and conditions as the existing Agreement. WSP USA, Inc., thereby extending the end date to June 30, 2028. WSP USA, Inc. has provided excellent service to the City over the past three years. Consequently, City staff recommends City Council approve proposed Amendment No. 1 to the current Professional Services Agreement with WSP, USA, Inc.

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 Agreement allows the City to unilaterally exercise an extension at rates tied to the current consumer price index. Accordingly, WSP USA, Inc. has requested a 3% increase as part of Amendment No. 1. The CPI for the period specified in the existing Agreement was 3.9%. Therefore, entering into this amendment is anticipated to result in more favorable pricing than pursuing a new competitive bid process.

Fiscal Impact:

No new fiscal impact. These services are already budgeted for in the City's biennial budget.

Attachments:

1. Proposed Amendment No. 1 to Professional Services Agreement
2. 2024 Assignment and Assumption Agreement
3. 2023 Professional Services Agreement

AMENDMENT NO. 1
TO NPDES PROGRAM MANAGEMENT AND INSPECTION CONSULTING SERVICES AGREEMENT
WSP USA, Inc.

THIS FIRST AMENDMENT to the NPDES Program Management Inspection Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective this 1st day of July 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 WSP USA, Inc, a corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC. previously entered into that certain NPDES Program Management and Inspection Consulting Services Agreement which was made and entered into on June 13, 2023 and ending on June 30, 2026 (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 3.4 of the Agreement provides that at the conclusion of the initial three (3) 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 two (2) years, ending on June 30, 2028, under the same terms and conditions ("Renewal Option").

B. Pursuant to that certain Assignment and Assumption Agreement dated December 10, 2024, WSP USA Environment and Infrastructure, Inc as Assignor, assigned all of its rights, title, interests, liabilities, burdens, and obligations under the Agreement to Consultant, as assignee, which assumed all such rights, title, interests, burdens and obligations and is bound by the terms and conditions of the Agreement.

C. City has been satisfied with Consultant's services provided under this Agreement and desires to renew the Agreement pursuant to Section 3.3 (Term), which provides for one additional two (2) year term beyond the initial expiration date of June 30, 2026.

D. Consultant submitted a proposal dated March 19, 2026 to extend the Agreement for an additional two (2) year term and update its rates and fees, attached hereto as Exhibit A and incorporated herein by reference.

E. Parties now mutually desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for two (2) additional years in order to provide for continued uninterrupted NPDES Program Management and Inspection Consulting Services at the rates established in Exhibit A, and under the same terms and conditions as established and set forth in the Agreement, as well as to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement from Five Hundred Seventy-Five Dollars ($575,000) to One Million Fifty Thousand Dollars ($1,050,000).

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 additional two (2) year term, commencing on July 1, 2026, and ending on June 30, 2028, under the same terms and conditions as set forth in the Agreement ("Renewal Option").

2. Rate adjustment. The adjusted rates applicable during the Extended Term are set forth in Exhibit A attached hereto and incorporated herein by this reference. Exhibit A superseded and replaces the fee schedule, rates, and unit prices contained in the Original Proposal/Scope of Work previously attached as Exhibit A to the Original Agreement.

3. Maximum Contract Amount. Pursuant Section 2.1 of the Original Agreement, the Parties hereby agree to increase the Maximum Contract Amount to One Million Fifty Thousand Dollars ($1,050,000) (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 and incorporated herein.

4. 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.

[*SIGNATURES ON NEXT PAGE]*

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 LASSOOY,
Assistant City Attorney

"CONSULTANT"
WSP USA, Inc, a corporation

By:_____
Name: Andrew J. Lynn
Its: Vice President

By:_____
Name: Hillary F. Jassey
Its: Assistant Secretary

EXHIBIT A

Renewal Term Year 1 - Fee Proposal

City of Laguna Hills

NPDES Program Management and Inspection Services

March 19, 2026

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A. Cover Letter

15231 Laguna Canyon Road, Suite 100
wsp.com

March 19, 2026

Joe Ames, Public Works Director
City of Laguna Hills
24305 El Toro Road
Laguna Hills, CA 92653

Subject: Renewal Term Year 1 Fee Proposal for NPDES Program Management and Inspection Services

Dear Mr. Ames,

WSP USA Inc. (WSP) would like to thank you for the opportunity to support the City of Laguna Hills with its stormwater program these last three years. During this period, our support services have encompassed a comprehensive range of NPDES Program Management and Inspection Services. These efforts include inspections of Existing Development BMPs across commercial, industrial, and residential/HOA sectors; construction site BMP inspections for projects regulated under the statewide Construction General Permit; and post-construction BMP inspections on private properties in accordance with WQMP requirements. Our team has also prepared administrative enforcement letters addressing BMP deficiencies, and provided support for South Orange County WQIP initiatives, including MS4 outfall source investigations, the South Orange County Bacteria TMDL, Newport Bay watershed Fecal Coliform, Selenium, and Sediment TMDL planning activities, as well as JRMP annual reporting and updates. Additionally, we developed two ArcGIS Survey 123 inspection forms tailored for commercial/industrial and construction site inspections. The implementation of these digital forms has streamlined the inspection process and facilitated the production of clear, concise reports. We trust that the City is pleased with our work, and we have enjoyed meeting staff and exploring different areas within the city.

The WSP Team Advantage:

- ✓ Local team with decades of experience led by a proven Project Manager
- ✓ Environmental compliance is our core capability
- ✓ Decades of successful on-call contract service history
- ✓ Proven methodology
- ✓ Commitment to QA/QC
- ✓ Knowledge of local environment

WSP's Professional Services Agreement (PSA) with the City of Laguna Hills includes an initial period of three (3) years, commencing on June 13, 2023, and ending on June 30, 2026 ("Initial Term") and the option to renew and extend the agreement one additional two (2) year term ("Renewal Term"). WSP is interested in exercising the Renewal Term of the PSA. As defined in the PSA, the fees, rates, and/or unit prices set forth in our Fee Proposal remained fixed and unchanged for the first three years (i.e., from June 13, 2023 through June 30, 2026). Thereafter, WSP may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term such as that pricing adjustment does not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year. The attachment to this cover letter provides WSP's updated Fee Schedule to continue to provide NPDES Program Management and Inspection Services to the city for year 1 of the Renewal Period of July 1, 2026 – June 30, 2027. A separate Fee Schedule for year 2 of the Renewal Period (i.e., July 1, 2027 – June 30, 2028) will be provided in 2027.

Theodore (Ted) W. Von Bitner, who will continue serve as the Principal-in-Charge, and Kacen Clapper, who will continue to serve as Project Manager, are authorized to negotiate a binding contract on behalf of WSP. Our current corporate office and local addresses and the primary point of contact are listed in Table 1.

Table 1 – WSP Contact Information

Legal Name & Corporate Office	Main Point of Contact
WSP USA Inc. One Penn Plaza, 4th Floor New York, NY 10119	Kacen Clapper, Project Manager 15231 Laguna Canyon Rd, Suite 100, Irvine, CA 92618 Direct: 714-624-2722 kacen.clapper@wsp.com

Office Relocation Notice

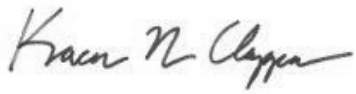
Please be advised that, effective March 1, 2026, the WSP Costa Mesa office was relocated to the WSP Irvine office at 15231 Laguna Canyon Rd, Suite 100, Irvine, CA 92618. Our Irvine, CA office is only 6 miles from Laguna Niguel City Hall and has been designated as the new project management location for this contract.

Main Point of Contact

Should you have any questions regarding either the scope of work or our fee schedule, Kacen Clapper will be your primary point of contact. Correspondence can be sent to him at our address listed below or he may be contacted at (714) 624-2722 or at his email address is kacen.clapper@wsp.com.

Sincerely,
WSP USA Inc.

Theodore Von Bitner, PhD
Principal-In-Charge



Kacen Clapper, CPSWQ
Project Manager

B. Proposed Project Budget

This section presents our estimated costs to perform the scope of services based on experience providing support services to the City these last three years while maintaining the service area assumptions described in the original Request for Proposal (RFP), and based on our new proposed Renewal Term Year 1 rate schedule presented in section C. We would like to reserve the option to transfer project budgets between approved tasks, within the approved total project budget amount and with the City's approval by electronic mail, should the need arise during the period of performance based on program priorities.

Our approach to providing NPDES Program Management and Inspection Services to the City is based on the following service areas:

Task 1. Program Administration

Task 2. Compliance Planning

Task 3. Program Funding

Task 4. Training

Task 5. Capital Projects and Programs

Task 6. Planning and Land Development

Task 7. Construction

Task 8. Industrial/Commercial and Municipal Facility Inspections

Task 9. Investigations

Task 10. Public Outreach

Task 11. Reporting and Record Keeping

Table 1 lists the task specific costs and estimated hours to perform the scope of work.

Table 1. Renewal Term Year 1 Costs to Provide NPDES Program Management and Inspection Services

Classification	Name(s)	Rate	Hours by Task Number											Total Hours	Total Cost
			1	2	3	4	5	6	7	8	9	10	11		
Principal	Theodore Von Bitner, Brent Smith	$319.30	12	6	0	2	0	2	0	0	0	0	0	22	$7,025
Senior Associate	Kacen Clapper, Keri Gannon, Veronica Seyde	$257.50	87	48	6	14	14	72	16	8	28	8	73	374	$96,305
Associate/Project Manager	Amanda Nelson	$206.00	0	0	0	0	0	0	0	28	0	0	46	74	$15,244
Senior 2/ Project Manager		$185.40	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior 1	Katelynn Webb, Nathan Warner	$175.10	0	0	8	0	6	145	0	0	0	0	45	204	$35,720
Professional Staff 3	Ellen Smith	$154.50	27	0	0	0	0	0	108	130	0	0	0	265	$40,943
Professional Staff 2	Cailey Hoff, Sarah Gerry, Joshua Abay	$133.90	0	0	0	0	0	0	0	18	0	6	0	24	$3,214
Professional Staff 1		$123.60	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Technician		$123.60	0	0	0	0	0	0	0	0	0	0	0	0	$0
Field Technician		$103.00	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Project/ Controller/ Coordinator		$154.50	0	0	0	0	0	0	0	0	0	0	0	0	$0
Project Controls Analyst		$113.30	0	0	0	0	0	0	0	0	0	0	0	0	$0
Project Support		$103.00	0	0	0	0	0	0	0	0	0	0	0	0	$0
Technical Writer		$139.05	0	0	0	0	0	0	0	0	0	0	0	0	$0
Mileage (IRS Rate) and Materials			$174.00	$0.00	$0.00	$0.00	$29.00	$174.00	$261.00	$232.00	$116.00	$543.50	$0.00		$1,530
Task Specific and Overall Costs			$30,580	$14,276	$2,946	$4,244	$4,685	$44,742	$21,067	$30,555	$7,326	$3,407	$36,153	963	$199,980

C. Fee Schedule

We have provided an hourly rate fee schedule applicable to our proposed personnel to provide services to the City of Laguna Hills. Pursuant to Article 2.3 of the PSA, WSP may request an increase to the fees and rates applicable to the PSA, such that any increases may not exceed the Consumer Price Index (CPI) increase for the Los Angeles/Orange County area. Based on the 2025 Orange County area CPI, WSP proposes a three percent (3%) increase for the Renewal Term Year 1. The Schedule of Charges applies to all services provided by and/or through WSP. WSP is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.

Labor

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for WSP are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal Engineer/Scientist	$319.30
Senior Associate Engineer/Scientist	$257.50
Associate Project Manager/Engineer/Scientist	$206.00
Senior 2/Engineer / Scientist	$185.40
Senior 1/Engineer/Scientist	$175.10
Staff 3 Engineer / Scientist	$154.50
Staff 2 Engineer / Scientist	$133.90
Staff 1 Engineer / Scientist	$123.60
Senior Technician	$123.60
Field Technician	$103.00
Senior Project Controller/Coordinator	$154.50
Project Controls Analyst	$113.30
Project Support	$103.00
Technical Writer	$139.05

The hourly labor rates set forth are valid effective July 1, 2026, through June 30, 2027.

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee expenses will be charged at cost. Mileage for travel expenses will be charged at the current Internal Revenue Service mileage rate. Other expenses are listed below.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

Direct Costs and Subcontracted Services

The following represents typical billing rates for expense not directly related to hourly fees, including reprographic services.

Outside Services

Outside services will be charged at cost multiplied by 1.05. Common outside items include: subconsultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel, and transportation.

Reimbursables

Non-routine Photocopies.....$0.12/sheet

Specialized Computer Application.....$25.00/hour[1]

On-request Invoices

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

Other Expenses

Special equipment or supplies, permits, shipping charges, special printing, or other items not customarily provided by WSP, will be charged at our cost multiplied by 1.05. The use of company-owned specialized equipment required by a project not listed above will be quoted separately to the City prior to the work and charged at an hourly rate or daily rate.

[1] Does not include commercially available software programs such as ArcGIS, ArcPro for GIS, Microsoft Office products, etc.

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATING TO THE 2023 PROFESSIONAL SERVICES AGREEMENT FOR NPDES PROGRAM MANAGEMENT AND INSPECTION CONSULTING SERVICES BETWEEN THE CITY OF LAGUNA HILLS AND WSP USA ENVIRONMENT AND INFRASTRUCTURE INC.

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective on December 10, 2024, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"); WSP USA ENVIRONMENT AND INFRASTRUCTURE INC., a Nevada corporation (hereinafter "Assignor"); and WSP USA INC., a New York corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Assignor previously entered into that certain Professional Services Agreement, dated June 13, 2023, for NPDES Program Management and Inspection Consulting Services, for an initial contract term of three (3) years commencing on June 13, 2023, and ending on June 30, 2026, (the "Agreement"). Section 3.4 of the Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than one (1) additional two (2)-year term extension under the same terms and conditions.

B. On November 11, 2024, Assignee notified the City through written correspondence that on December 31, 2024 Assignee will acquire Assignor and will continue to provide NPDES Program Management and Inspection Consulting Services pursuant to the terms and conditions set forth in the Agreement.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

D. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

E. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of December 31, 2024, Assignor hereby assigns to Assignee all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement.

2. Assumption. As of December 31, 2024, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.2 of the Agreement shall be:

WSP USA Inc.
Attention: Hillary Jassey
One Penn Plaza, 4th Floor
New York, NY 10119
Telephone: (212) 465-5000

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

6. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

THE CITY OF LAGUNA HILLS, a California municipal corporation

_____
Jarad L. Hildenbrand,
City Manager

Attest:

_____ (SEAL)
Jennifer Lee,
City Clerk

Approved as to form:

_____
Gregory E. Simonian,
City Attorney

WSP USA ENVIRONMENTAL AND INFRASTRUCTURE INC., a Nevada corporation

_____
By: Andrew J. Lynn
Its: Vice President

_____
By: Hillary F. Jassey
Its: Assistant Secretary

WSP USA INC., a New York corporation

_____
By: Andrew J. Lynn
Its: Vice President

_____
By: Hillary F. Jassey
Its: Secretary

PROFESSIONAL SERVICES AGREEMENT
WSP USA Environment and Infrastructure, Inc.
(NPDES Program Management and Inspection Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective the 13th day of June 2023, 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 WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC., a Nevada corporation (hereinafter referred to as "Consultant"). City and Consultant 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 professional services of a qualified environmental protection and civil engineering consulting services firm for the purpose of assisting the City with NPDES program management and inspection services (the "Project").

B. In response to City's Request for Proposals, dated February 8, 2023, Consultant has submitted to City a proposal, dated March 21, 2023, to provide professional environmental protection and civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide professional NPDES program management and inspection consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, or specialized technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional consulting 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. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional NPDES program management and inspection consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated March 21, 2023, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement,

Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant'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 Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional 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. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or 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 Consultant's signed, original Proposal/Scope of Work dated March 21, 2023 ("Consultant's Proposal") submitted to City; and (3) City's 4-page Scope of Services Description, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. The City's 4-page Scope of Services Description is attached hereto as Exhibit "B" and is hereby incorporated by reference and made part of this Agreement. All provisions of the Contract Documents 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 and conditions of City's 4-page Scope of Services Description (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 **Compliance with Law.** Consultant 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 requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant 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 Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant 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 Consultant to perform the Work and Services under this Agreement. Consultant 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 Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, 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, Consultant 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, Consultant represents and maintains that Consultant 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 Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 **Care of Work.** Consultant 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 the Consultant's Proposal/Scope of Services (Exhibit "A") or 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 Consultant, incorporating therein any adjustment in (i) 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 Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 **Non-Exclusive Agreement**. Consultant 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. Consultant 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, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Seventy Five Thousand Dollars ($575,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. 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 Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10^{th}) working day of such month, Consultant 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 services performed by Consultant 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 Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 **Optional CPI Adjustment.** The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first three years of the term of this Agreement (i.e., from June 13, 2023 through June 30, 2026). Thereafter, Consultant 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 Consultant's fees, rates, and/or unit prices as set forth herein 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 pricing adjustment(s), if any, shall not exceed the value of the change in 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, and/or unit pricing as authorized by this section 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 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 professional fees. 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 services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant'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 Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 **Schedule of Performance.** Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, 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 **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 Consultant (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 Consultant, 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 **Term.** Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for an initial period of three (3) years, commencing on June 13, 2023, 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 two (2) year term ("Renewal Term").

3.5 Task Orders. Consultant 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, Consultant 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 Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant 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 Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant 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: **Theodore Von Bitner, Ph.D., Assistant Vice President/ Environmental Scientist**. 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 Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant 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 Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant 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 Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant 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. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant 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 Consultant. City will deal directly with and will make all payments to Consultant. 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 Consultant, 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 Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, 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 Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant 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 Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or 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 Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant 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. Consultant 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. Consultant 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 Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant 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, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant 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.

B. Automobile Liability Insurance. Consultant 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.

C. Workers' Compensation Insurance. Consultant 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. Consultant 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. Consultant 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.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars ($2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

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

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

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 Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant 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 Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. 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:

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

2. 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 Consultant, 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.

3. 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.

B. For all policies of Commercial General Liability Insurance, Consultant 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 Consultant 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. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant 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, Consultant 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, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant 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 Consultant may be held responsible for payments of damages to persons or property.

5.10 **Enforcement of Agreement (Non-Estoppel)**. Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant 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**. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant 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 Consultant'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. Consultant 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 Consultant pursuant to this Agreement:

A. Consultant 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.

B. All insurance coverage and limits provided by Consultant 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.

C. 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.

D. 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 Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant 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 Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant 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, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant'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. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant 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. Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, 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 Consultant 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. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 **Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant 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 Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant 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, Consultant shall provide City, or other agents of City, such access to Consultant'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 Consultant's performance under this Agreement. Consultant 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 Consultant 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 Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant 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. Consultant 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.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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 Consultant 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 Consultant shall not limit Consultant'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 Consultant, 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 Consultant 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. Consultant 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, Consultant 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. Consultant 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 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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 Consultant: WSP USA Environment and Infrastructure, Inc.
Pete Campbell, Senior Vice President
Theodore Von Bitner, Ph.D., Assistant Vice President
9177 Sky Park Court
San Diego, California 92123
Telephone: (858) 514-6401
(949) 642-0245

10.3 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.

10.4 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 reminder 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.

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

10.6 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.

10.7 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.

10.8. 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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 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

JANINE HEFT,
Mayor

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
WSP USA Environment and Infrastructure, Inc., a Nevada corporation

By:
PETE CAMPBELL,
Senior Vice President

By:
BRAD KNIGHT,
Senior Vice President/ Secretary

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK

FOR

NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

DATED: MARCH 21, 2023

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

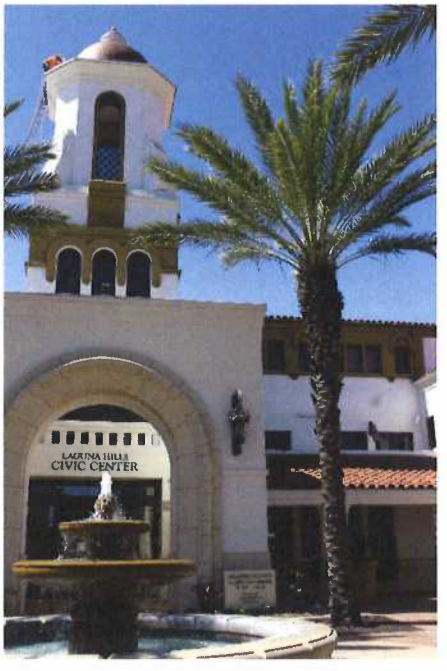
Technical Proposal: ORIGINAL

City of Laguna Hills

NPDES Program Management and Inspection Services

March 21, 2023

Joe Ames
Public Works Director
24305 El Toro Road
Laguna Hills, CA 92653



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Appendix A: Required Forms

Appendix B: Resumes

A. Cover Letter

3560 Hyland Avenue
(949) 642-0245
wsp.com

March 21, 2023

Joe Ames, Public Works Director
City of Laguna Hills
24305 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for NPDES Program Management and Inspection Services

Dear Mr. Ames,

WSP USA Environment & Infrastructure, Inc. (WSP) would like to thank you for the opportunity to submit a proposal for NPDES Program Management and Inspection Services for the City of Laguna Hills.

The attachment to this cover letter provides a summary of WSP's qualifications to provide the services outlined in the RFP. We have successfully delivered similar projects for many other Orange County cities and are an active participant in the Orange County Stormwater Program helping to guide countywide efforts to comply with NPDES requirements.

From commercial/industrial inspection services, to Water Quality Management Plan (WQMP) review and post-construction BMP inspections, to statewide Trash Amendments compliance plan development and OCTA M2 Tier 1 grants acquisition, to water pollution response and source investigations we have implemented all aspects of local agency stormwater programs and have experience with program implementation under both the Santa Ana and San Diego Region Phase I Municipal Separate Storm Sewer System (MS4) permits.

The WSP Team Advantage:

- ✓ Local team with decades of experience led by a proven Project Manager
- ✓ Environmental compliance is our core capability
- ✓ Decades of successful on-call contract service history
- ✓ Proven methodology
- ✓ Commitment to QA/QC
- ✓ Knowledge of local environment

WSP is a global leader in consulting and engineering across the energy and built environment. We provide consulting, projects, and operations solutions in more than 60 countries, and employ approximately 40,000 people. WSP's southern California offices are staffed by more than 400 professional planners, biologists, and scientists. Our Costa Mesa, CA office is only 15 miles from Laguna Hills City Hall and has been designated as the project management location for this contract.

The proposed key team members, as well as numerous other staff members within our organization will be immediately available to perform the described program management and inspection services. Theodore (Ted) W. Von Bitner, who will serve as the Principal-in-Charge, and Kacen Clapper, proposed Project Manager, are authorized to negotiate a binding contract on behalf of WSP and the parties named in this proposal. Our corporate office and local addresses and the primary point of contact during the evaluation process are listed in Table 1.

Table 1 – WSP Contact Information

Legal Name & Corporate Office	Main Point of Contact
WSP USA Environment & Infrastructure, Inc. 1075 Big Shanty Road NW, Suite 100, Kennesaw, GA 30144	Kacen Clapper, Project Manager 3560 Hyland Avenue, Suite 100, Costa Mesa, CA 92626 Direct: 714-624-2722 kacen.clapper@wsp.com

PROFESSIONAL SERVICES AGREEMENT STATEMENT & ADDENDUM ACKNOWLEDGEMENT

WSP declares that we have reviewed and are ready to execute the City's standard form Professional Services Agreement (Attachment 4) and acknowledge receipt of all RFP addenda.

ACQUISITION NOTICE

Effective September 21, 2022, Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP. Because of the acquisition, we have changed our name to WSP USA Environment & Infrastructure Inc. No other aspects of our legal entity or capabilities have changed for this proposal, including our Federal Tax ID, which remains 91-1641772.

MAIN POINT OF CONTACT

Should you have any questions regarding either the scope of work or our fee schedule, Kacen Clapper will be your primary point of contact. Correspondence can be sent to him at our address listed below or he may be contacted at (714) 624-2722 or at his email address is kacen.clapper@wsp.com.

Sincerely,
WSP USA Environment & Infrastructure, Inc.

Theodore Von Bitner, PhD
Principal-In-Charge

Kacen Clapper, CPSWQ
Project Manager

B. Company Data

Official Name and Address

WSP USA Environment and Infrastructure, Inc. (WSP)

Corporate Headquarters: 1075 Big Shanty Road NW, Suite 100, Kennesaw, GA 30144

Primary Point of Contact

Pete Campbell, Senior Vice President and California Business Lead.
San Diego Office, 9177 Sky Park Court, San Diego CA, 92123

Entity Type

Corporation

Federal Employer ID Number

91-1641772

Firm Locations Contact Information

We've provided the address, telephone numbers and authorized email addresses of each of our California office locations in Table 1. Additional locations are available upon request.

Table 1: WSP California Office Locations

Office Address	Telephone Numbers	Email Address
3560 Hyland Avenue, Suite 100, Costa Mesa, CA 92626	(949) 642-0245	Pete.Campbell@wsp.com
1281 East Alluvial Avenue, Suite 101, Fresno, CA 93720	(559) 264-2535	
6001 Rickenbacker Road, Los Angeles, CA 90040	(323) 889-5300	
180 Grand Avenue, Suite 1100, Oakland, CA 94612	(510) 663-4100	
3120 Chicago Avenue, Suite 110, Riverside, CA 92507	(951) 369-8060	
9177 Sky Park Court, San Diego, CA 92123	(858) 278-3600	
5 Third Street, Suite 222, San Francisco, CA 94103	(415) 543-8422	
104 West Anapamu Street, Suite 204A, Santa Barbara, CA 93101	(805) 962-0992	

Firm Ownership Statement

WSP USA Environment and Infrastructure, Inc. is a wholly-owned subsidiary of WSP USA Inc., Our ultimate parent organization is WSP Global, Inc.

Number of Years in Business (Under Present Name)

WSP has extensive experience providing the type of services requested by the City for this contract. Over the past 35 years, WSP's project team provided similar or identical services to a variety of clients within southern California including the cities of Laguna Niguel, Laguna Beach, Dana Point, San Juan Capistrano, San Clemente, Anaheim, Santa Ana, Costa Mesa, Seal Beach, Newport Beach, Buena Park, Garden Grove, Irvine, Newport Beach, San Diego, Encinitas, Oceanside and Imperial Beach; the counties of Orange, Riverside, San Diego, San Bernardino, Los Angeles; the Ports of San Diego, Long Beach, and Los Angeles; John Wayne Airport, San Diego County Regional Airport Authority, and the California Department of Transportation. Our experience with these clients has included many aspects of the environmental services elements related to this RFP.

Years of Experience Providing Required, Equivalent and Related Services

Table 2 lists project experience covers numerous examples of the projects similar in scope, complexity, and regulatory compliance implications as would be expected by the City.

Table 2: The WSP Team's Local Experience and Strong Qualifications Match the Contract Needs	LIP/JRMP Updates	Program Management	Training and Audits	Copermittee Meetings	Permit Renewal Support	Monitoring Programs	Third-party Reports	JRMP/WQIP Integration	Resource Impact Assessment	MS4 Permit Renewal	TMDL Developments	Trash Amendments Policy	Proposed New Regulations	Grant Applications	Data Compilation and	JRMP/WQIP Reporting	Financial Analysis	WQIP strategies
Client (WSP Partners)	**MS4 Permit Compliance**					**WQIP Support**				**Regulatory Compliance**					**Reporting**			
City of Laguna Niguel	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•
City of Dana Point	•			•	•	•	•	•	•	•	•	•	•		•			•
City of Laguna Beach	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•
City of San Juan Capistrano	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•
City of San Clemente	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
City of Anaheim	•	•	•	•	•	•	•			•		•	•	•	•	•		
City of Santa Ana	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		
City of Costa Mesa	•	•	•							•		•	•		•	•		
City of Garden Grove			•							•		•	•	•				
John Wayne Airport	•	•	•	•	•	•	•		•	•	•	•	•	•	•	•		
City of San Diego	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•
City of Imperial Beach		•	•	•	•	•		•	•	•	•	•	•		•	•		•
County of San Diego		•	•	•		•	•	•	•	•	•		•		•	•		•
San Diego Regional Airport Authority	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•

1 Laguna Niguel Urban Runoff Improvement Program

Laguna Niguel, CA

Performance Dates	
2016 to Present	
On-Time	**Within Budget**
✓	✓

Project Description: Stormwater Compliance Services

WSP Scope of Work: WSP has provided Storm Water Compliance technical support to the City's Public Works Department since 2016 including serving in an Environmental Programs management role for the City since June 2021. Through this experience we have developed insights into daily program activities and important areas of support need. Building on this knowledge our work plan approach is based on key service areas:

1. Program Management
2. Program Implementation
3. TMDL and WQIP Technical Consultation
4. Meeting Support and Public Education
5. Project Planning and Grant Administration
6. Program Reporting
7. WQIP Focused Special Studies

WSP performs municipal BMP inspections at City owned property.

In the past years of service to the City, WSP staff supported a number of efforts that provide high profile recognition to the City and its commitment to environmental programs. In 2022, the City received a Best Award from the American Public Works Association related to the Salt Creek Wetland Mitigation Project. In 2020, WSP started a dry weather flow reduction special study for the City to address WQIP-related goals and this work has led to successfully reducing dry weather flows into the MS4 in support of the Unnatural Water Balance and Pathogen Health Risk High Priority Water Quality Conditions

Agency or Client Name	Project Developer	Construction Cost	Project Size
City of Laguna Niguel, Public Works Department	Kathy Nguyen, Program Manager	Not Applicable	$383,000 over 5 years

Key Personnel (Including Project Manager)	Task Relevancy
Kacen Clapper (Project Manager), Theodore Von Bitner (Principal), Brent Smith, Mike Lowther, Ellen Smith, Lijun Xi	Similar in scope, size, and complexity to City's RFP

2 San Juan Capistrano Jurisdictional Runoff Management Program

San Juan Capistrano, CA

Performance Dates	
2014 to Present	
On-Time	**Within Budget**
✓	✓

Project Description: NPDES Program Implementation

WSP Scope of Work: WSP has provided NPDES program implementation services to the City's Public Works Department since 2014 including a wide range of services including program management; performing inspections of commercial, industrial, residential, municipal, and construction properties; preventing illegal discharges/illicit connections; providing WQMP plan check services; developing each phase of the Water Quality Improvement Plans (WQIP); and providing TMDL implementation support. Our approach is based on six key service areas:

1. Program Management
2. Program Implementation and Technical Advisory
3. Compliance Inspections
4. Meeting Support and Public Education
5. Project Planning and Grant Administration
6. Program Reporting

WSP investigates public complaints such as an oil spill by private property owners and helps the City to enforce the IC-ID regulations in the municipal code.

WSP supported the City through the 2015 permit adoption including development of their jurisdictional strategies incorporated into the June 2018 Water Quality Improvement Plan. In 2022, WSP successfully helped the City to receive an OCTA Environmental Clean Up program grant award intended to support the Trash Amendments program

Agency or Client Name	Project Developer	Construction Cost	Project Size
City of San Juan Capistrano, Public Works Department	Joe Parco, City Engineer	Not Applicable	$130,000 per year

Key Personnel (Including Project Manager)	Task Relevancy
Theodore Von Bitner (Project Manager), Kacen Clapper, Brent Smith, Mike Lowther, Tom Perry, Sarah Seifert, and Teresa Perone	Similar in scope, size, and complexity to City's RFP

3 Santa Ana Inspection and NPDES Program Support Services

Santa Ana, CA

Performance Dates	
2004 to Present	
On-Time	**Within Budget**
✓	✓

Project Description: Regulatory compliance inspections, NPDES program support, and as-needed services

WSP Scope of Work: WSP supports the City of Santa Ana with a range of technical services related to the Santa Ana Regional Water Quality Control Board issued MS4 permit including:

1. Commercial, Industrial, and Municipal Inspections
2. Inspection database management
3. WQMP verification and O&M inspections
4. Trash Amendments policy Track 1 program
5. Newport Bay TMDL technical advisory services
6. PEA annual reporting assistance
7. As-needed services including environmental engineering, storm water sampling, Copermittee meetings, grant application assistance, and source investigations

WSP performed thousands of commercial inspections with zero safety incidences and has a record of success for providing high quality work

Since 2004, WSP has been supporting the City with the NPDES program but our services to the City have evolved over the years as the MS4 permit requirements grew in complexity and volume. Ours services started with the commercial-industrial inspection program and evolved into additional subjects such as municipal facilities, WQMPs, Trash Provisions, TMDL regulatory support, public complaint investigations, and for a short period of time included serving as the interim NPDES Program Manager. WSP is a full service consulting firm that can help the City respond to a variety of regulatory, engineering, and program management issues.

Agency or Client Name	Project Developer	Construction Cost	Project Size
City of Santa Ana Public Works Administration	Craig Foster	Not Applicable	$1.625M over 5 years

Key Personnel (Including Project Manager)	Task Relevancy
Brent Smit (Project Manager), Kacen Clapper, Mike Lowther, Ted Von Bitner, Dylan Cawthorne, Ellen Smith, Michael Jones, Martin Spongberg	Similar in scope, size, and complexity to City's RFP

All Comparable Contracts Entered Into During the Last Five Years (Completed or Not)

WSP is a large international company and thus, has numerous ongoing and completed contracts at any given time. For the purposes of this proposal, we have provided the following local, relevant, and comparable contracts:

Any Failures or Refusals to Complete a Contract and Explanation

WSP is a large international services company and as such, there are inevitably disputes arising from time to time. While details of those disputes are confidential, we can confirm that there are no disputes or litigation of any kind, that individually or collectively, will have a material effect upon the quality of WSP's performance and its ability to provide services for this contract.

Ownership

WSP Environment and Infrastructure Inc.'s ultimate parent WSP Global Inc. is a Canadian corporation publicly traded on the Toronto Stock Exchange.

Financial Interests in Other Lines of Business

WSP Environment and Infrastructure, Inc. does not have any financial interests in other lines of business.

Litigation/Adverse Judgement History

WSP is a large international services company and as such, there are inevitably disputes arising from time to time. While details of those disputes are confidential, we can confirm that there are no disputes or litigation of any kind, that individually or collectively, will have a material effect upon the quality of WSP's performance and its ability to provide services for this contract.

Termination of Contract "For Cause" History

WSP USA Environment and Infrastructure, Inc. has thousands of contracts for the performance of professional services outstanding at any given moment in time. Please be advised it would be unusual for WSP to fail to complete a project. From time to time, the client or WSP has suspended or terminated a contract for their convenience.

C. Resumes and Qualifications of Personnel

WSP USA realizes that the success of a project relies heavily on the individual team members' capabilities and experience. WSP USA's team includes certified, experienced planners and seasoned professional engineers, resource specialists, and managers with decades of experience in Southern California. Our key personnel for this assignment were selected because they have demonstrated a successful track record with the service areas requested by the City. WSP USA's key personnel are qualified to perform the specific consulting services requested by the City.

Personnel Staffing Plan

Staff Availabilities to Perform Technical Services to be Provided

We have provided our key personnel availability and location/proximity to the City in Table 2.

Table 2: Key Personnel Commitment and Availability

Key Personnel	Contract Role	Availability	Location
Theodore Von Bitner	Principal-In-Charge and Technical Lead (*TMDLS, Trash Amendments, Special Studies*)	10%	Costa Mesa
Kacen Clapper	Project Manager and Technical Lead (*Program Meetings, NPDES Planning, MS4 Reporting, CIP Water Quality Planning, Outreach Materials/Events, Illegal Discharges/Illicit Connections*)	30%	Costa Mesa
Brent Smith	Technical Lead (*SWPPP/ESCP Review, Construction BMP Inspections, NPDES Training and CIP Grants*)	5%	Costa Mesa

Table 2: Key Personnel Commitment and Availability			
Key Personnel	Contract Role	Availability	Location
Keri Gannon, PE	Technical Lead (*WQMP Reviews*)	10%	San Diego
Mike Lowther	Technical Lead (*WQMP and Facility BMP Inspections*)	10%	Costa Mesa

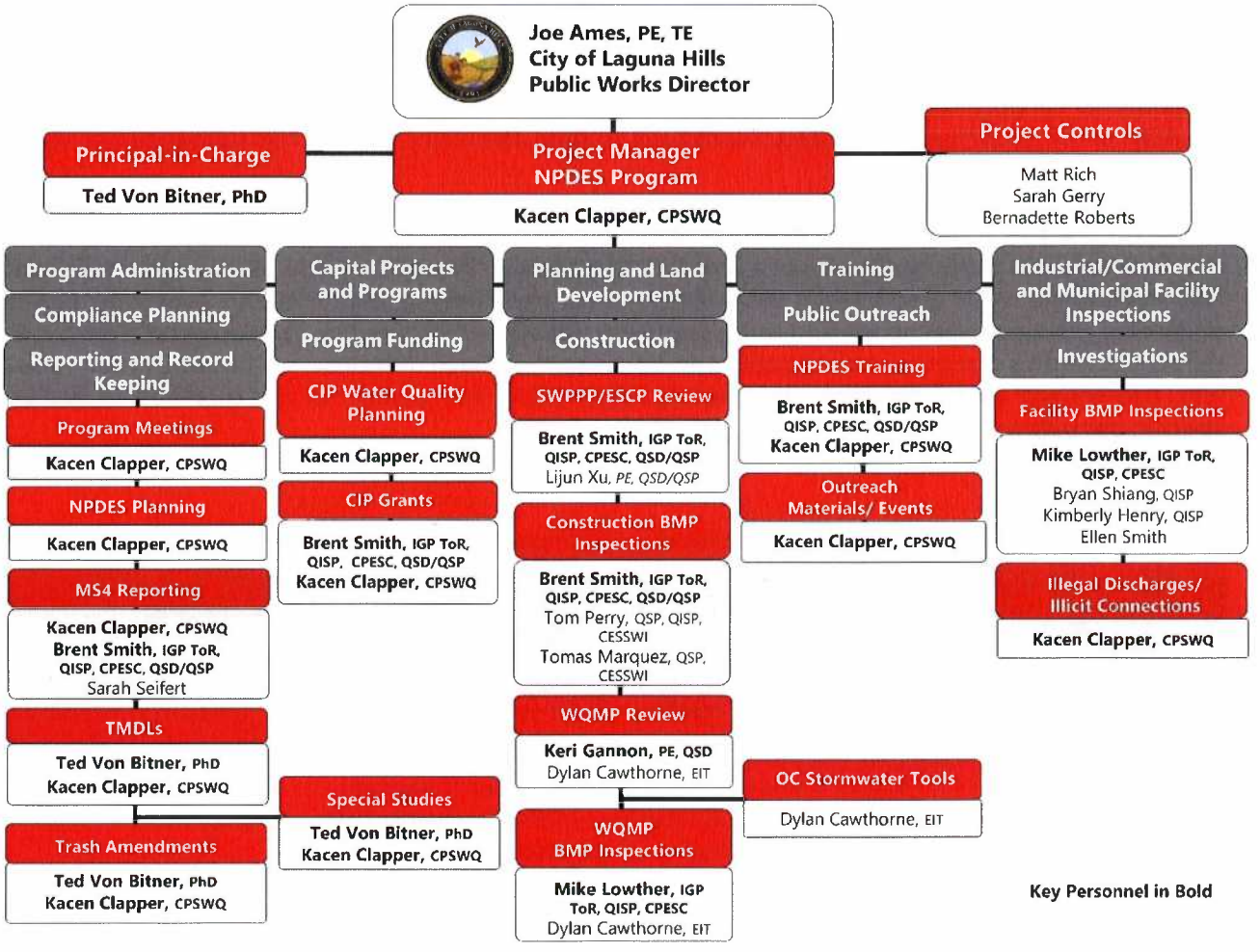
Resumes

Resumes for key personnel are provided in Appendix B for key personnel.

Organizational Chart

WSP USA's organization chart (Figure 4) reflects the titles of key staff and management contacts of each individual assigned to provide services under this proposal. The organization chart identifies the resources we use to provide consulting services to federal, state, and local agencies and special use districts. Our team has successfully implemented the contract scope of work on similar assignments in each of the service areas identified by the City.

Organization Chart



Staff Transition Plan. We understand and concur with the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement and any proposed replacement requires City approval prior to making the staff change. In the event that there are proposed changes in

key personnel during the term of the agreement that are outside of our firm's control or if the City requests such change.

D. References

In Table 3, we have provided references for similar services of the nature and scope as set forth in the RFP within the last five years.

Table 3: WSP References Within the Last Five Years

Agency Name	Contact Person	Description of Services Provided
City of Laguna Niguel	Kathy Nguyen Engineering Services Manager 949-362-4341 kanguyen@cityoflagunaniguel.org	Program Management, Meeting Support, Technical Advisor (Bacteria TMDL, Trash Amendments Planning), Special Studies, Grant Administration, Plan Check Services, Wetlands Program Management, LIP/WQIP Annual Reporting
City of San Juan Capistrano	Jeremy Hohnbaum Senior Civil Engineer 949-449-1190 JHohnbaum@sanjuancapistrano.org	Program Management, Meeting Support, Technical Advisor (Bacteria TMDL, Trash Amendments Planning, CHWSRS), Special Studies, Grant Administration, WQMP Plan Check Services, LIP/WQIP Updates, ICID Investigations, Annual Reporting
City of Santa Ana	Craig Foster NPDES Manager 714-647-5659 cfoster@santa-ana.org	NPDES Compliance Services: Industrial/Commercial Facility Inspections, Trash Amendments Planning, TMDL Compliance, illegal discharges and illicit connections, Annual Reporting
City of Dana Point	Lisa Zawaski Senior Water Quality Engineer 949-248-3584 lzawaski@danapoint.org	Bacteria TMDL Program, LIP and WQIP Special Studies, Water Quality Regulations, Trash Amendments Planning

E. Project Understanding, Overview and Approach

WSP has a proven track record of providing high-quality, efficient services for NPDES program management and inspection services for cities and counties throughout southern California. We have provided Phase I Municipal Separate Storm Sewer System (MS4) permit compliance consulting services for over 21 years under both the San Diego Regional MS4 permit and Santa Ana Orange County MS4 permit. We also have extensive experience implementing relevant state-wide general permits (i.e., Construction General Permit (CGP) and Industrial General Permit (IGP)), in land development water quality management plan (WQMP) development and review, facility construction and post-construction BMP inspections, and have led countless pollutant source investigations and special studies. As some of these services may be more efficiency completed at the City's Public Works offices, WSP proposes to provide these services to the City through a combination of on-site and remote support. Our Costa Mesa office is located only 15 miles from City Hall, allowing us to be available on very short notice. In addition to on-call on-site support, WSP can also provide regularly scheduled in-person support staff at City offices to further improve the efficiency of our services. Our understanding of the scope and the

Our approach to providing NPDES Program Management and Inspection Services to the City is based on the following service areas:

1. **Program Administration**
2. **Compliance Planning**
3. **Program Funding**
4. **Training**
5. **Capital Projects and Programs**
6. **Planning and Land Development**
7. **Construction**
8. **Industrial/Commercial and Municipal Facility Inspections**
9. **Investigations**
10. **Public Outreach**
11. **Reporting and Record Keeping**

envisioned methods for providing technical support under each service area is described in the following sections.

Program Administration

NPDES regulations continue to evolve and municipal programs need to adapt accordingly. Tracking changes, their potential implications to existing City programs, and the development and implementation of new jurisdictional runoff management programs is an important component of program administration. Active participation in Orange County Stormwater Program committees and subcommittees is the foundation for these efforts in Orange County. As lead permittee, the County of Orange coordinates and implements these committees which drive watershed planning and improvement plan development, model program development, and monitoring and reporting programs through a Copermittee cost share budget. It is vital that the City has a voice at these committee meetings to help influence program development and changes. It is also important that City staff are aware of new regulations and mandates, and updates to model programs. WSP staff already attend many Orange County Stormwater Program committee meetings on behalf of other clients and have been directly involved for over a decade in a variety of aspects of watershed planning, model plan development, and monitoring efforts both as a consultant and directly as former County staff. Our proposed project manager, Kacen Clapper, was also a recent co-chair of the California Stormwater Quality Agency (CASQA) Policy and Permitting subcommittee and has been at the forefront of tracking precedent setting changes in NPDES regulations that may impact municipalities throughout California, including the draft Los Angeles Region commercial, industrial and institutional permit (CII Permit) and San Diego Region biological objectives.

WSP expects to provide the following areas of support as part of its Program Administration services to the City:

- Attend and represent the City at various Orange County Stormwater Program and regulatory compliance meetings
- Monthly program update meetings to brief City staff on changing mandates and regulations and new technologies in program implementation
- Coordination with City departments regarding NPDES Program issues including pollution incident investigations and public and private property development and usage
- Efforts to evaluate and improve NPDES Program policies and procedures
- Program budget and cost estimate preparation
- Navigating the budget development and approval process including City council staff reports
- Implementing and tracking program expenditures
- Monthly progress reports to accompany WSP invoices for services

Our Program Administration services will include three 2-hour Orange County Stormwater Program and regulatory compliance meetings per month. Monthly 1-hour program update meetings to City staff, general project management and monthly progress reports, and 3-hours per month of additional as-needed technical assistance and help desk support to City staff regarding NPDES Program compliance.

Compliance Planning

The WSP team has extensive experience implementing regulatory-based environmental programs and managing NPDES Program compliance including Water Quality Improvement Plan (WQIP) development, Total Maximum Daily Load (TMDL) compliance planning, Track 1 and Track 2 plan development under the statewide Trash Amendments, and project implementation through the Integrated Regional Water Management (IRWM) planning process. As both the Santa Ana and San Diego Phase I MS4 permits are in the process of renewal it is expected there will be increased compliance planning related efforts needed during both the permit renewal process and to development and revise planning related documents to meet new permit requirements. It is our understanding that the City of Laguna Hills submitted a request to the Santa Ana Regional Water Quality Control Board to have the San

Diego Regional Water Quality Control Board exclusively regulate the programmatic elements of the City's NPDES Program when the next term Phase I MS4 permits are adopted. As there remains uncertainty in when this change will be officially granted, and it is anticipated that the City will still be responsible for complying with Water Quality Based Effluent Limitations (WQBELs) and TMDLs requirements for the Newport Bay watershed, WSP's proposed approach for Compliance Planning services assumes the continued need for support under both permits.

WSP staff have been involved since initial development of the South Orange County WQIP in 2015 and currently assist several south Orange County cities with providing comments on WQIP documents, completing WQIP jurisdictional strategy table updates, and BMP data entry within the web-based BMP asset and modeling tool, OC Stormwater Tools. A key component of the WQIP includes compliance with the Beaches and Creeks Bacteria TMDLs. New significant milestones for the bacteria TMDLs are anticipated in the coming year as a revised tentative bacteria TMDL Time Schedule Order (TSO) was released in December 2022 and may be adopted in 2023. WSP's proposed Project Manager, Kacen Clapper helped the South Orange County Copermittees, to develop the original bacteria TMDL Comprehensive Load Reduction Plans and has been actively involved in comment development on the draft TSO and in state efforts to identify technical and regulatory actions needed to initiate revisions to current bacteria-based objectives.

In 2018, the San Diego Regional Board issued a California Water Code section 13383 administrative order to south Orange County cities to select either a Track 1 or Track 2 pathway for compliance with new statewide Trash Amendments. In response WSP developed Track 2 compliance plans for four Orange County cities and is currently assisting four additional cities with Track 1 compliance planning and implementation. WSP also led countywide efforts to draft a land substitution guidance document to assist with compliance with the new regulations. We have also assisted several Orange County cities with improving the accuracy of modeled land use trash generation rates (TGRs) through on-land visual trash assessment (OVTA) surveys and have now conducted over 1,800 OVTAs to refine TGRs and compliance plan targets largely resulting in notable cost saving to clients.

The South Orange County IRWM Plan is an important component to identifying and securing funding for significant water resources related projects within the region. WSP has assisted clients with grant implementation through the IRWM process and is currently working as a local city representative with water agencies such as the Moulton Niguel Water District to identify and plan potential future multi benefit stormwater capture and reuse projects.

In north Orange County WSP has also been involved with compliance planning efforts under the Santa Ana Region Orange County MS4 Permit. Efforts have included support to local clients in representing their interests in Newport Bay Watershed TMDL program planning, statewide Trash Amendments program planning, IRWM program efforts, and providing overall regulatory compliance and program guidance.

Our Compliance Planning services to the City include efforts under both the Santa Ana and San Diego MS4 permits. Areas of expected support to the City include:

- Preparing City comments on Orange County Stormwater Program developed planning documents and materials
- Preparing City comments on Regional Board issued orders
- Participation in WQIP Comprehensive Human Waste Source Reduction Strategy (CHWSRS) program planning and implementation on behalf of the City
- Managing implementation of the WQIP high priority water quality condition initiatives including City specific jurisdictional strategies such as a MS4 outfall dry weather flow reduction
- Statewide Trash Amendments policy program implementation and compliance assessment
- Newport Bay watershed TMDLs implementation efforts and compliance assessment

Our services will include 8 hours/month in support of Compliance Planning services as defined in the RFP. Special studies targeting bacteria and flow reductions or Trash Amendments related OVTAs are anticipated to require additional work and would pursue as task cost savings is presented and at the direction of the City's project manager.

Program Funding

The South Orange County WQIP includes an overall goal that runoff from >9,000 acres of existing impervious surface area will be addressed through structural storm water BMPs (e.g., biofiltration basins, treatment wetlands, storm water capture and reuse, etc.) and goals for stream restoration and stabilization to mitigate past impacts from land development. The statewide Trash Amendments have additional requirements for trash capture for priority land use areas and Watershed Management Plans are currently being developed for north Orange County they will likely bring additional project-based water quality improvement goals. Laguna Hills, like many south Orange County cities, may wish to seek grants to help fund its stormwater related CIP projects. WSP understands projects may include a mixture of Federal, State, and Local funds. Over the past 21 years, we have assisted with obtaining grants, performing administrative and technical tasks required of the grants, and developing reports compliant with stringent grant funding requirements. We have assisted with Proposition 84, the Clean Water State Revolving Fund, and Measure M funded projects, and Proposition 1 Stormwater projects. Recently, WSP helped several Orange County cities secure multiple OCTA M2 Tier 1 grants to install catch basin trash capture screens to help meet statewide Trash Amendment requirements.

As part of WQIP implementation every south Orange County city is now being asked to identify additional potential projects within their jurisdiction and explore funding opportunities. WSP can provide support to the City in all aspects of project planning and grant administration to ensure program funding initiatives.

Areas of expected support to the City in Program Funding include:

- Initial CIP stormwater project scoping and analysis
- Grant application preparation
- Potential multi agency coordination, memorandum of understanding and contract development, and cost share agreement preparation
- Grant administration and budget oversight
- Grant related monitoring and reporting

Our services in support of this task will include 20 hours/year in support of Program Funding services as defined in the RFP.

Training

WSP staff have been providing NPDES training services in southern California for several decades, for industrial facilities since 1998, airports since 2003, and other construction contractors and municipal clients since 2012. Several local WSP staff are Industrial General Permit Trainers of Record (IGP ToR) and have trained WSP and client staff to become certified Qualified Industrial Storm Water Practitioners (QISPs). WSP training presentations provided for municipal, industrial, and construction target audiences typically provide an overview of relevant NPDES permit requirements, common issues, and BMPs that should be implemented. We have conducted annual NPDES MS4 trainings for other clients and can build on these materials to develop an individually crafted presentation to match the tone, themes, and message desired by the City.

WSP staff have completed many of the County's Drainage Area Management Plan (DAMP) model programs trainings including the Industrial/Commercial Inspector Training, Illicit Discharge and Illegal Connection Training, and Post-Construction BMP Inspection Training. In fact, every WSP inspector completes an extensive training program based on the Orange County Stormwater Programs core competencies program for municipal, industrial, and commercial inspectors. As the County's model

programs are updated to reflex changes in new pending MS4 permits, WSP will be tracking these changes and attend any additional proper or pertinent trainings provided by the County.

Areas of expected support to Training include:

- Annual in-person NPDES MS4 training for City staff
- Tracking changes to County-wide training module programs and attending pertinent trainings as-needed

Our services in support of this task will include 8 hours/year in Training services as defined in the RFP.

Capital Projects and Programs

WSP has extensive experience providing as-needed stormwater quality support for capital improvement program (CIP) projects. WSP's team includes civil design engineers and technical support staff to assist with a variety of public facilities, transportation, water, wastewater, and energy projects. We have extensive experience in the development, review and implementation of plans and specifications for public works projects including required NPDES elements. Our staff routinely review WQMPs, provide recommendations for post-construction structural treatment control BMPs, and review construction compliance documents such as Storm Water Pollution Prevention Plans (SWPPPs), Erosion and Sediment Control Plans (ESCP), and Water Pollution Control Plans (WPCP). We have QSD/QSPs available to complete the construction inspections or to assist with preparing the Notice of Intent (NOI) in the SWRCBs Stormwater Multiple Application and Report Tracking System (SMARTS) to obtain coverage under the Construction General Permit (CGP).

Areas of expected support to Capital Projects and Programs include:

- Support in selecting, developing, and implementing NPDES elements of CIP projects
- Conducting municipal facility post-construction BMP maintenance inspections
- Providing CGP related inspection and SMARTS reporting assistance

Our services in support of this task will include 2 inspections per year as defined in the RFP.

Planning and Land Development

WSP staff have an in-depth understanding of the County's New Development/Re-Development Standards and Technical Guidance Document (TGD). Our team routinely provide engineering services for grading and drainage projects associated with site development and redevelopment, and stormwater BMPs (first flush treatment, green infrastructure, etc.), making us well suited for the review of such projects. WSP's engineers have experience with a wide range of civil engineering projects and can collaborate and confer with developers on designs for detention and retention ponds, drainage swales, culverts, underground storm drain systems, hydraulic modification considers, and overall site grading considerations for new and redevelopment projects. We are experienced water quality engineers and are familiar with the necessary coordination between grading and drainage design and stormwater quality analysis and design and understand the range of local regulations, state regulations and federal regulations to find the best solution to project water quality issues.

Our team has reviewed hundreds of WQMPs for Orange County projects and is currently providing WQMP verification and BMP maintenance inspections for several Orange County cities including Anaheim, Santa Ana, Laguna Niguel, and San Juan Capistrano. During our typical verification inspection, WSP verifies that the structural treatment control BMPs were installed exactly in accordance with the WQMP and grading plans, flow patterns are reviewed to confirm that stormwater is directed to the structural treatment controls as intended, and elevations are reviewed to assess storm water detention. WSP also understands that some projects within the City may be constructed in phases and the relationship between the construction phase and the need to protect structural treatment control BMPs during construction.

Areas of expected support to Planning and Land Development include:

- Private project plan check services to review priority WQMP and Non-Priority WQMPs for compliance with storm water regulations
- Advising developers, contractors, and engineers on potential solutions to water quality issues related to grading plans and encroachment permits
- Conducting post-construction BMP verification and maintenance inspections to ensure the City's compliance with MS4 permit requirements

Our services in support of this task will include the review of 10 WQMPs involving up to 3 reviews each and conducting 15 project WQMP post-construction BMP verification/ maintenance inspections as defined in the RFP.

Construction

WSP has more than 20 local professionals supporting construction storm water permitting and inspection services and has been providing these services to both public and private sector clients throughout southern California for over 30 years. Over the past decade our capability to provide these services has been built on securing contracts with many notable clients such as SDG&E, Imperial Irrigation District, San Diego International Airport, Caltrans, US Naval Facilities Command Southwest Division, Ports of San Diego and Long Beach, Panoche Valley Solar Plant, Los Angeles Engineering Inc., cities of Anaheim, Santa Ana and National City and County of Los Angeles. Our staff routinely review construction compliance documents such as SWPPPs, ESCPs, and WPCPs. We have QSD/QSPs available to lead inspections and have a reputation for swift responses to meet client needs for construction inspection support.

Our approach to providing stormwater related construction services is to be proactive and establish expectations with developers and contractors early in the construction process. We intend to work closely with public works staff, building inspectors, and code enforcement offices to prioritize projects for inspections based both on City defined criteria in its LIP (i.e., size, proximity to 303(d) listed water body segment, rainy or dry season, etc.) and based on the history of specific types of projects or contractors. We have found that clear and upfront communication with private developers helps ensure NPDES issues, if they occur, will be properly addressed in a timely manner.

Areas of expected support to Construction services include:

- Conducting routine and proactive stormwater quality inspections for construction sites that require CGP coverage
- Conducting as-needed inspection assistance to other smaller construction sites based on project prioritization
- Collaboration with public works staff, building inspectors, and code enforcement officers to bring NPDES issues into timely compliance

Our services in support of this task will include 30 inspections, 15 follow-up inspections, and 5 enforcement notices per year as defined in the RFP.

Industrial/Commercial and Municipal Facility Inspections

WSP performs thousands of inspections of industrial/commercial and municipal fixed facilities each year. To ensure thorough and consistent inspections, every WSP inspector completes an extensive training program based on the Orange County Stormwater Programs core competencies program for municipal, industrial, and commercial inspectors. Our training program also includes 40-hour HAZWOPER training for safety and 40 hours of field training with a senior NPDES inspector. WSP's QA/QC program also includes having a senior inspector review each inspection.

As each jurisdiction may handle facility inspections a bit differently including possible city specific inspection forms, mobile data forms, unique local water quality ordinances, and processes for enforcement, our proposed approach includes having City public works and code enforcement staff join WSP staff in conducting 1 to 3 initial facility inspections. The goal is to establish a standard process of support before proceeding somewhat autonomously to complete required inspections as a support arm to the City. WSP will provide status reports on a routine basis as facilities are inspected, education materials distributed, and include City in enforcement actions as needed through established City processes. For several clients, including the cities of Santa Ana and Costa Mesa, we have transitioned their previous paper-based inspection process to mobile data form and web-based inventory. This platform has a proven track record of success and demonstrated cost savings to our clients and could be quickly adapted to meet the City's needs, if desired.

Areas of expected support to Industrial/Commercial and Municipal Facility Inspections include:

- Conduct annual and as-needed Industrial/Commercial and Municipal Fixed facilities inspections
- Collaboration with City code enforcement on facility enforcement notices as needed and follow up inspections of facilities to ensure compliance

The WSP project team will conduct field inspections of industrial/commercial and municipal facilities to assess compliance with local water quality regulations and appropriate BMPs. As identified in the RFP, we have assumed 70 inspections per year will be required including 20 follow-up inspections and the issuance of 5 enforcement notices per year.

Investigations

The City implements a program to actively detect and eliminate illegal discharges and illicit connections to the storm drain system. In addition to the proactive detection identified through County led outfall monitoring or City led facility inspections or special studies, a large portion of city investigations are in response to water pollution complaints or reported incidents. To ensure a consistent response in compliance with MS4 permit requirements an Orange County Investigation Guidance Manual was developed by Orange County Copermittees outlining the fundamental techniques that should be followed during investigations. Each investigation must be thoroughly documented and discharges that present a significant threat to the environment must be immediately reported and remediated as quickly as possible.

WSP has provided these types of investigation services to several Orange County cities (i.e., Anaheim, Santa Ana, Laguna Niguel, San Juan Capistrano, etc.) and understands the process for investigation, the resources available to assist the City with addressing and eliminating the discharge (i.e., County pollution response implementation agreement, Countywide Area Spill Control program, Orange County Health Care Agency, Orange County District Attorney's office, Environmental Protection Agency), and the procedures for required reporting to local and State agencies.

Our proposed project manager, Kacen Clapper, has extensive experience with water pollution investigations. In his prior position at OC Public Works, Mr. Clapper led the County's Water Pollution Response Unit which directed County efforts to address illegal and illicit discharges in County unincorporated areas and Orange County Flood Control District facilities and also provided support to Orange County cities including on-call water pollution response assistance.

Not all water pollution incidents require the same level of response and initial investigations may be more quickly and cost-effectively achieved through an assessment by City field staff. Our proposed approach is to coordinate closely with City public works staff and code enforcement officers to assess each incident situation and determine the best plan for a response. If WSP assistance is requested, we will respond as quickly as possible and with City staff's authorization can request additional support through the County Water Pollution Response Unit to ensure a timely response and protection of downstream receiving waters.

Areas of expected support in Investigation services include:

- Response to emergency spill notifications including agency notification and coordination, field investigation, and coordination of cleanup efforts
- Proper documentation of all incident investigations to ensure MS4 permit compliance and legally defensible investigation data
- Coordination with appropriate parties to quickly mitigate incidents
- Work with code enforcement officers to bring NPDES issues into compliance and maintain tracking of all complaints, investigations, and correspondence

As identified in the RFP, we have assumed 4 investigations and 4 follow-up investigations per year for investigation services.

Public Outreach

The City supports and participates in the countywide public education program, H2OC, and conducts local water quality protection themed education and outreach to further increase awareness and foster environmental protective behaviors. WSP has demonstrated public outreach experience both implementing H2OC program initiatives for Orange County cities and developing unique messaging and public outreach materials for our clients. Examples of local city project efforts include presentations to a local elementary school environmental science class and at HOA outreach meetings (Laguna Niguel), hosting public education booths at several events (H20 for HOAs, Sea Country Festival), and directing coastal cleanup day event efforts (San Juan Capistrano). More extensive outreach efforts have included development of an environmental outreach and education program for the Marine Corps Air Station (MCAS) Yuma and assisting with the development of the City of San Diego's, Think Blue outreach campaign. MCAS Yuma work included developing original audience-focused materials aimed at educating base personnel, on-base residential communities, and surrounding communities about industrial, construction, and residential sources of stormwater pollution, as well as methods for pollution prevention. For the City of San Diego's Think Blue campaign, WSP partnered with Action Research to develop a cohesive messaging strategy and worked to develop education materials that translated complex technical concepts into public-friendly terminology and content.

Areas of expected support in Public Outreach services include:

- Identify and post H2OC and City developed pollution prevention educational materials for distribution and content for internet-based platforms
- Assist and host booths at City community events to promote pollution prevention
- Collaborate with the City's public information office consultant and other City staff to develop and update educational materials and content

As identified in the RFP, this task efforts assumes $500 in material purchases per year and assisting with 3 public education outreach events per year including 4 hours per event.

Reporting and Record Keeping

WSP has been assisting southern California municipalities with stormwater related MS4 permit reporting and record keeping since 2003. In this capacity, our Orange County municipal clients have included the cities of Santa Ana, Costa Mesa, Anaheim, Laguna Niguel, and San Juan Capistrano, and John Wayne Airport. We understand that a large component of municipal NDPES Program implementation revolves around reporting and that accurate and thorough record keeping is the foundation to good reporting. The Santa Ana and San Diego MS4 Permits require annual reporting on all Local Implementation Plan (LIP) components including legal authority, illicit discharge detection and elimination, land development planning, construction management, existing development, and public education. The San Diego MS4 Permit requires additional reporting on jurisdictional strategies to address WQIP identified High Priority Water Quality Conditions (HPWQCs). Our approach for this task will focus on consideration of reporting and record keeping as part of all NPDES Program tasks. We will work closely with City staff to review

existing program methods and propose new methods for tracking and reporting if needed to better streamline the reporting process.

Over the past three years Orange County Public Works has been encouraging cities to on-board to OC Stormwater Tools a new web based countywide stormwater BMP inventory, planning, and water quality model tool. The web-based platform provides a uniform stormwater asset management database linked to spatial drainage data and a pollution load reduction model to quantify water quality benefits. The tool is envisioned to encapsulate and eventually fulfil MS4 Permit reporting requirements replacing the current cumbersome reporting methods. It is our understanding that the City currently has a backlog of entries to OC Stormwater Tools which involve making field visits to City-owned and privately-owned stormwater treatment devices to verify status and operations and maintenance issues, researching existing WQMPs and grading plans, and entering the data into the system. WSP is currently assisting several clients with this process (San Juan Capistrano, Laguna Niguel, and Anaheim) and are familiar with the challenges that on-boarding my present and the software quirks of the still evolving OC Stormwater Tools.

Areas of expected support in Reporting and Record Keeping include:

- Manage and update inventories to track inspections of municipal facilities, commercial facilities, industrial facilities, WQMP projects, post-construction BMP maintenance and verification, and construction site inspections
- Prepare and submit the City's Santa Ana MS4 Permit quarterly reports for NPDES Permit facilities
- Acquire, compile, and submit annual report data to Orange County Public Works for use in development of Copermittee unified report
- Prepare NPDES MS4 Annual Reports for the Santa Ana and San Diego Regional Water Quality Control Boards
    - San Diego MS4 Permit Attachment D Form, Fiscal Analysis, cover letter and annual report summary
    - San Diego MS4 Permit WQIP jurisdictional strategy reporting tables
    - Santa Ana MS4 Permit Program Effectiveness Assessments (PEA) annual report
- Input of BMP and WQMP data into the OC Stormwater Tools asset management and modeling tool for future potential use as a compliance reporting platform

Our proposal for NPDES Program reporting and record keeping includes 200 hours of work per year. OC Stormwater Tools related task efforts will include an additional 100 hours of work during year 1 and 40 hours of work in years 2 and 3 as defined in the RFP.

Project Management

WSP's designated Project Manager, Kacen Clapper, will be responsible for all project management and reporting aspects of the contract, including adherence to scope, schedule, and costs of individual project directives; budget tracking using WSP's BST accounting system; accuracy of invoices; preparation of monthly progress reports; subconsultants; document review; and oversight of all technical aspects of each project directive. Kacen Clapper will be supported in these activities by WSP-designated project controls administrator Matt Rich. Individual task managers will be responsible for the technical aspects of each project Task Order (TO). WSP's general approach to successful project management is based on the following practices:

- Communicating with City staff early and often
- Working with City staff to develop a clear understanding of the specifics of each TO, including the project start date and required deliverables
- Developing a detailed scope of work, schedule, and cost estimate prior to starting work
- Assembling the best team of in-house personnel and sub-service providers for each specific TO
- Effectively communicating project expectations to all team members

- Delegating project tasks (e.g., field collection, data analysis, report preparation) to most qualified staff
- Conducting rigorous QA/QC reviews of all project-related data and results
- Communicating findings verbally to City staff
- Conducting thorough peer review and technical editing of written materials

Staying abreast of environmental issues and laws that may affect the City and attending regulatory meetings, participating in scientific organizations, and being involved in outreach activities that will allow our staff to develop a better understanding of local issues so that we can more fully serve the City.

Resources, City Assistance and Other Items

WSP need for assistance from the City is focused help gathering information related to program inventories such as business licenses, approved WQMPs, and data management procedures for preparing the annual reports.

Additional Services

In the near future the San Diego Regional Water Quality Control Board will adopt the next term Regional MS4 permit that will include a number of changes to the City's jurisdictional runoff management plan to incorporate additional items such as, but not limited to:

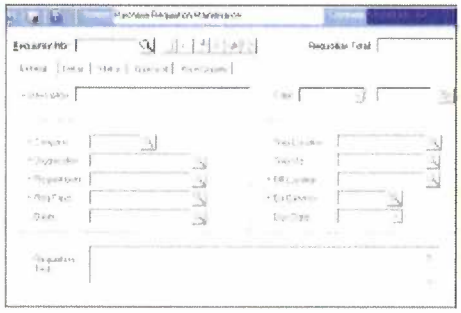
- Incorporation of the Trash Amendments policy and the City's Track 1 implementation approach
- Implementation of an equestrian facility inspection program
- Changes to the land development program with WQMP coverage criteria for new and significant redevelopment

Project Controls

WSP holds the experience providing an approach structured to ensure meeting the needs of our clients and maintaining project controls.

Cost Control and Ability to Complete Project within Scope, Schedule, and Budget

WSP utilizes various financial tracking systems, such as BST and Deltek, to ensure that task order budgets are expended at the appropriate rate. This includes use of WSP's internal Management Portal, which allows task order managers to access project budgets, expenditures, and sub-consultant invoicing status in one location and a weekly budget tracking sheet specifically developed for the City to provide similar information as well as the percentage complete.



Streamlined Project Delivery

The BST interface shows project managers the hours billed on a weekly basis, providing near real-time status of budget and schedule.

Responsiveness to City Staff and Project Requirements

For each task order, WSP will designate one technical lead supported by a project manager responsible for all reporting aspects of the contract, including adherence to scope, schedule, and costs of individual project directives; budget tracking using WSP's accounting system; accuracy of invoices; preparation of monthly progress reports; reporting results; and document review; WSP's technical lead responsible for oversight of all technical aspects of each project directive will be selected based on the scope requirements of the task order.

Once we receive a task order request from the City, we will acknowledge receipt within 8 hours. The designated technical lead will read through the task order and clarify technical details with the City within 2-3 days. The technical lead will then draft a scope of work and budget, submit it to the City for review and discussion within 10-15 days of the initial notification.

Our project manager will be supported in these activities by a WSP-designated Project Controller. Individual task managers will be responsible for the technical aspects of each project. Our general approach to successful project management is based on the following practices:

- Communicating with City staff early and often
- Working with City staff to develop a clear understanding specifics of each project
- Developing a detailed scope of work, schedule, and cost estimate prior to commencing work
- Assembling the best team of in-house personnel and subconsultants for each project
- Effectively communicating project expectations to all team members
- Delegating project tasks (e.g., field collections, data analysis, reports) to the most qualified staff
- Conducting rigorous QA/QC reviews of all project related data and results
- Communicating findings to City staff

Full suite of WSP project controls used to manage projects and maintain schedules

The WSP team holds the specific experience to successfully plan and complete assigned project tasks.

Dr. Von Bitner and Mr. Schaedler are available for any questions or concerns the City may have during the life of this contract. With the understanding that work sometime continues into the evening or is scheduled to take place at night and during weekends, Dr. Von Bitner and Mr. Schaedler, having managed project and contracts that require service be provided during evening hours and weekends, are prepared to respond efficiently to the City's needs.

Coordination between Respondent and City Staff

WSP has a reputation for providing excellent service, and we are committed to being fully responsive to the City under this contract. We believe that clear, accurate, and appropriate communications are essential for successful project management, from a project's initiation to its completion. A key element of our success is our management process, whereby we set up clear lines of communication; establish well-defined project roles; and bring together dedicated, experienced, efficient, and effective project teams.

Communication is a key element in successful project management. There are specific times in the course of a project when a meeting will help to keep our collective efforts on track with the objectives and goals of the project.

We have identified specific opportunities where we anticipate formal in-person communications will occur as follows:

- In a task order kickoff/scoping meeting
- During submittal review meetings
- Prior to any proposed meetings with relevant agencies

Our Project Manager will provide monthly progress reports for all task orders under the contract.

WSP uses communication and consensus building and reviews to identify and mitigate sources of project risk. To facilitate communication, and if deemed necessary by the City, we can establish, at no cost to the City, a password-protected SharePoint™ site that will be used by the project team and the City to share documents and deliverable reviews. Regular communication is essential both within the project team and between the project team and the City.

Method of Service Delivery

WSP's Costa Mesa office is located less than 10 miles from the City's offices. We have a wealth of environmental and water resources professionals in our San Diego offices as well and that are located approximately 85 miles from the City's offices. We will coordinate project work through both in-person and virtual meetings depending on the project needs.

Environmentally Preferred Products and Services

WSP's approach to protecting the environment goes beyond the work we do for our clients. Our embrace a philosophy of adopting practices and procedures that minimizes our carbon footprint. First and foremost, we prefer to incorporate electronic communication such as remote sensing through use game cameras to monitor activities at field stations and telemetry systems to watch over the performance of sampling equipment like flowmeters and autosamplers. These remote sensing options eliminate the need for someone to drive to a station to physically check the equipment. We are steadily migrating all of our clients towards a paperless system by using smartphone apps, such as Survey 123 or DoForms, to record inspections and field data forms. We have also embraced new technology with client interface by relying to a greater degree on virtual meetings through Microsoft Teams and Zoom to interact face-to-face with clients obviating the need for a large number of people to drive to physical meeting locations. Electronic deliverables are also a common approach we adapted towards environmentally sustainable products and no longer embrace the philosophy of hard copy reports as the preferred mechanism for delivering products to clients.

Understanding of the Commodities or Services to be Provided

WSP understands the diverse services that are included in the scope of this as-needed RFP. We have previously held this contract and have demonstrated our capability to perform the scopes specified on-time and on-budget. We will continue to work collaboratively with the City staff to understand your needs and ensure that they are met on each task order.

Sequential Steps for Completing the Objectives and Specifying the staff members proposed to Perform the Objectives

WSP's approach to developing a technical project scope of work and executing the tasks to perform the objectives follows a multi-step sequence in order to clarify the purpose and goals of the project, identify the intended audience, and note any potential constraints including time tables or budgetary limitations.

Our process for completing the objectives, specifying the staff members, and reaching agreement on the deadlines for performing the objectives follow the steps outlined below.

- Hold a project scoping meeting with City PMs to discuss need, purpose, and goals
- Reach consensus on key deliverables to be provided by WSP
- Identify and receive concurrence from City on staff members and/or subcontractors who will be assigned to complete the objectives
- Hold periodic progress reporting meetings with City staff and WSP staff
- Schedule as-needed meetings to discuss solutions to overcome key issues and provide recommendations for next steps
- Submit the draft deliverable to our City PM and receive feedback
- If necessary, hold conference call to discuss key issues related to revisions and reach consensus on the content, voice, and messaging that needs to be present in the final document
- Submit final version along with documentation showing the changes provided
- Remaining responsive to City needs for additional revisions to make sure final document meets or exceeds expectations.

Quality Control/Quality Assurance (QA/QC)

Quality Performance

WSP will ensure that all analysis, data evaluation, and reporting meet the City's and WSP's high QA/QC standards. To achieve high technical quality of both analysis and documentation, WSP has adopted a formal QA/QC program for all of the firm's work. The fundamental objectives of the QA/QC program are to ensure that each deliverable not only fulfills all requirements of the job task, but also fully defines and meets the specific and unique needs of the City. The WSP QA/QC Managers will ensure that the City receives quality deliverables compliant with City's requirements and standards and will be responsible for final review of all deliverables. As shown on the QA/QC pyramid, WSP's managers have primary responsibility for the quality of the team's work, but ultimately it is the across-the-board, day-to-day commitment and thoroughness of all team members that translate WSP's QA/QC program into top-quality project deliverables.

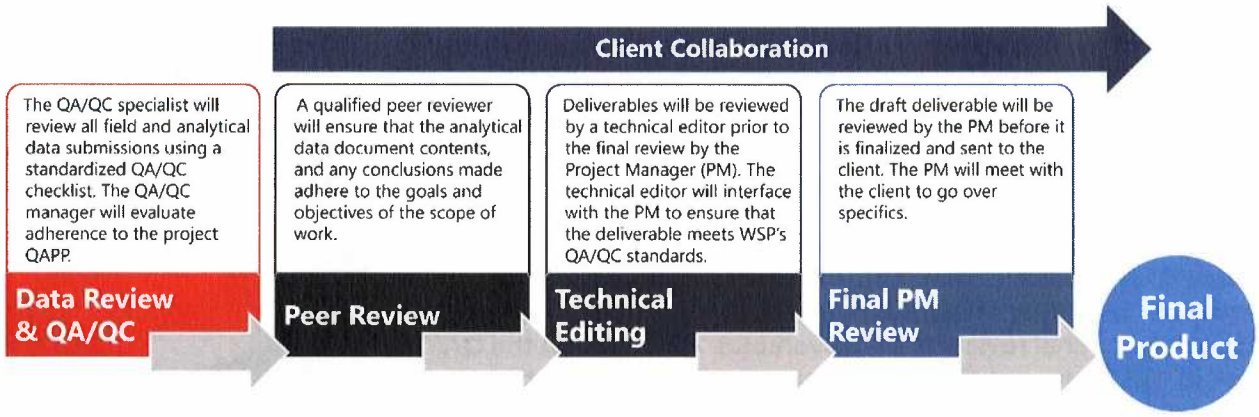
Key staff serve as QA/QC managers to ensure that the City receives quality deliverables compliant with its requirements

WSP's experience covers many projects with the same scope of services required by this contract. Because we have this experience, our team can translate complex data into easily understood documents to ensure approval by internal and external stakeholders. WSP has the requisite project experience, with an excellent record of completing projects on time, within budget, and to our customers' complete satisfaction. Our successful track record of supporting environmental and storm water compliance programs for various municipalities throughout California spans more than two decades.

This section provides specific information on how WSP plans for and carries out our QA/QC program. Our firm has made an across-the-board to commitment to QA/QC in all aspects of our day-to-day work activities. While specific QA/QC-related practices and personnel are discussed below, it is really our expectation that all staff, from technicians to senior managers, conduct all aspects of their work with the utmost attention to quality and sustainability.

Quality Control (QC) Methodology: Documents prepared by WSP will undergo technical editing and peer review by qualified individuals, depending on the project's scope of work. A high degree of QA/QC oversight is involved in every step of the project process. While WSP's project managers and technicians are primarily responsible for designing, implementing, and delivering work products with the highest degree of QA/QC possible, it is really the across-the-board team commitment of our staff and sub-service providers that ultimately deliver quality products. An example of our internal QC checklist maintained for each data set that we review is presented in Figure 2.

Figure 2: WSP's Internal QA/QC Steps for Successful Project Delivery



F. Communication Plan

A key element of the WSP USA project management process is establishment of clear lines of communication, well-defined project roles, and dedicated, experienced, efficient, and effective project teams. For this contract, the single point of contact responsible for all overarching program related matters will be our Project Manager, Mr. Clapper, who will promptly respond to requests from the City and coordinate work distribution.

WSP USA has a reputation for providing excellent service, and we are committed to being fully responsive to the City under this contract. We believe that clear, accurate, and appropriate communications are essential for successful project management from a project's initiation to its completion. A key element of our success is our management process, whereby we set up clear lines of communication, establish well-defined project roles, and bring together dedicated, experienced, efficient, and effective project teams:

- The City's contact will be Kacen Clapper, Project Manager, who will coordinate all project activities with the City Project Manager.
- When the City notifies WSP USA of an upcoming work, Mr. Clapper will identify the appropriate Technical Lead to work with him to review the work description, schedule, and other data.
- The Technical Lead will develop an execution plan that includes our understanding of the City's objectives and requirements, scope of work, deliverables, schedule, and proposed costs.
- For efficiency, the Project Manager will engage in frequent discussions with the City Project Manager.
- Following approval of the work scope, budget, and schedule, the technical team will implement the work upon receiving the executed notice to proceed.

G. Compensation/Payment Schedule

We have provided our cost proposal in the format as outlined in Section V in a separate, sealed envelope.

H. Certificate of Insurance

We are willing and able to meet the required insurance coverage as set forth in the Sample Draft Professional Services Agreement (Attachment 4) prior to the execution of the contract. We have provided an example of our Certificate of Insurance in Appendix C, as proof our commitment to meeting the City's requirements.

I. Certification of Proposal

We have signed and provided Certification of Proposal (Attachment 3) in Appendix A.

H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from the date of submittal to the City.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 21 day of March, 2023, at Costa Mesa, California.

Name of Proposer: WSP USA Environment & Infrastructure, Inc.

By: _____
(Authorized Signature)

Type Name: Theodore W. Von Bitner

Title: Assistant Vice President

Date: March 21, 2023

Appendix B.

Key Personnel Resumes

(To be included in 30 page limit for proposal)

Appendix A.

Required Forms

(Not included in 30 page limit for proposal)

City of Laguna Hills
NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal 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 person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 21 day of March, 2023, at Costa Mesa, California.

Signature of Authorized Representative

Theodore W. Von Bitner — Name of Authorized Representative

Assistant Vice President — Title of Authorized Representative

City of Laguna Hills
NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in ***Section 5, Insurance Requirements*** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Theodore W. Von Bitner
Name (Please Print or Type)

By: Assistant Vice President
Consultant's Signature & Title

Date: March 21, 2023

This executed form must be submitted with proposal.

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;

B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;

C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;

D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;

E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;

F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;

G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

THEODORE VON BITNER, PHD

PRINCIPAL-IN-CHARGE / TECHNICAL LEAD (TMDLS, TRASH AMENDMENTS, SPECIAL STUDIES)

Years with WSP

10

Years total

20

Education

PhD, Chemistry, UCLA, 2001

BS, Chemical Physics, UCSD, 1995

Licenses/ Certifications

Certificate of Achievement Real Estate (2022)

Certified Project Manager (2013)

Professional Memberships

CASQA

Mentor Collective

SF Bay Area Trash Technical Advisory Committee (2023-2028)

Statewide Trash Monitoring Methods Technical Advisory Committee (2020)

Office location

Costa Mesa, CA

Dr. VonBitner has 20 years of environmental science and program management of NPDES and TMDL compliance programs of various city, county, and state level government agencies. Primary professional responsibilities include project management for multiple state and local government clients and providing technical advisory services on specific priority issues. His experience has included managing City agency level Jurisdictional Runoff Management Programs, NPDES and TMDL program implementation, developing and performing regulatory compliance inspection programs, and providing community outreach and education.

SUMMARY OF RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)

City of Dana Point, Stormwater Program Technical Support Services, Dana Point, CA: Project Manager. (July 2017 to Present). In 2017, WSP was contracted by the City to provide as-needed NPDES and TMDL stormwater program consultancy support. Services to the City cover a wide range of topics including development of regulatory compliance implementation plans for the statewide Trash Amendments policy, reviewing and updating structural treatment control device inventories, water quality inspections, preparing comments letters on proposed regulations, performing technical assessments of water quality data to inform the City on regulatory compliance status, and working with City staff to development implementation strategies for the Bacteria TMDL program compliance.

City of Santa Ana, Stormwater Program Technical Support, Santa Ana, CA: Interim NPDES Program Manager and Technical Lead. (December 2017 to Present). WSP's services were contracted beginning in December 2017 to provide interim NPDES Program Management assistance in response to staffing shortages at the City. Support included activities related to general implementation of NPDES program such as TMDLs, statewide Trash Amendments, the Integrated Regional Watershed Management Program, reviewing program budgets, providing regulatory guidance and program implementation recommendations, performing inspections, and meeting with members of the public. Additional project activities have included assisting the City with grant-funding for structural treatment control systems.

City of San Juan Capistrano, NPDES Jurisdictional Runoff Management Program, San Juan Capistrano, CA: Project Manager. (March 2015 to Present). WSP supports the City's jurisdictional runoff management program under the San Diego MS4 Permit. Project activities include managing the work of support staff, performing regulatory compliance inspections for commercial, industrial, municipal, and residential management areas; responding to public complaints, preparing administrative enforcement letters to HOA management and private property owners, managing inspection programs and structural BMP inventories, reviewing WQMPs for Priority Development Projects, and developing technical guidance for Department Directors and Executive Managers. Additional project activities include developing an equestrian facility regulatory compliance inspection program, supporting public works with the Bacteria TMDL and CHWSRS programs, conducting MS4 outfall investigations, and JRMP updates.

KACEN CLAPPER, CPSWQ

PROJECT MANAGER / TECHNICAL LEAD (PROGRAM MEETINGS, NPDES PLANNING, MS4 REPORTING, CIP WATER QUALITY PLANNING, OUTREACH MATERIALS/EVENTS, ILLEGAL DISCHARGES/ILLICIT CONNECTIONS)

Years with WSP

6

Years total

23

Education

MS, Environmental Studies, California State University, Fullerton, 2001

BA, Ecology and Evolutionary Biology, University of Connecticut, 1996

40 Hour HAZWOPER Training, 2008

Licenses/ Certifications

Certified Professional in Storm Water Quality, Number 1139

Professional Memberships

CASQA

Office location

Costa Mesa, CA

Mr. Clapper is a Certified Professional in Storm Water Quality (CPSWQ) and provides 23 years of expertise in the environmental field including over 11 years working on storm water and surface water quality NPDES programs for a public agency. He has supervised the Orange County Public Works internal storm water compliance section, managed several bacterial Total Maximum Daily Load (TMDL) programs, led mass emission program water quality and flow monitoring activities, and currently provides technical support to multiple local agencies in stormwater program implementation and Geographic Information System (GIS) spatial data development and analysis. His areas of expertise include Phase I Municipal Separate Storm Sewer System (MS4) permit implementation under both the San Diego and Santa Ana Water Boards, bacteria TMDL program implementation, pollutant source investigation, and compliance with the statewide Trash Amendments. In addition, Mr. Clapper recently served as co-chair for the California Stormwater Quality Association (CASQA) Policy and Permitting Subcommittee helping to lead discussions and comment development on new and potential precedent setting changes in stormwater regulations.

SUMMARY OF RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)

Orange County Public Works, Horno Creek Dry Weather Flow Investigation, Ladera Ranch, CA: Project Manager. (June 2021 – Present). Mr. Clapper is the project manager for a multiyear special study focused on dry weather flow reduction and the identification and elimination of over-irrigation and other controllable non-storm water flows in the unincorporated Ladera Ranch community of Orange County. Project work has included subdrainage mapping, dry weather flow investigation work plan development, the deployment of flow monitoring equipment at three outfall locations, and dry weather flow reconnaissance during peak flow hours to identify controllable non-stormwater discharges such as over-irrigation. Identified flow sources are referred to Orange County Public Works for focused outreach and education efforts and to the Ladera Ranch homeowners association to address common area irrigation deficiencies.

City of Laguna Niguel, Storm Water Compliance Technical Support, Laguna Niguel, CA: Project Manager. (July 2017 - Present). Mr. Clapper is currently the project manager for storm water compliance technical support services to the City of Laguna Niguel including overall management of the City's Environmental Programs. Components of technical support include Local Implementation Plan/Jurisdictional Runoff Management Program (LIP/JRMP) and Water Quality Improvement Plan (WQIP) implementation and reporting, bacteria TMDL compliance support, wetlands program implementation, and other MS4 permit compliance related support. Project activities have included updates to the City's LIP/JRMP to reflect new MS4 permit requirements, development of a Track 2 implementation plan for compliance with the statewide Trash Amendments, development of MS4 outfall dry weather flow investigation work plan and

implementation of a multiyear pilot study in cooperation with Moulton Niguel Water District, conducting a Bacteria TMDL related Comprehensive Human Waste Source Reduction Strategy (CHWSRS) work plan area of investigation study, municipal facility WQMP post-construction BMP inspections, environmental compliance project management oversight of a Salt Creek wetlands restoration project, securing an Orange County Transportation Authority (OCTA) grant for trash capture BMPs, and development of MS4 permit annual reporting submittals.

City of Laguna Beach, Water Quality Program Technical Support, Laguna Beach, CA: Project Manager. (June 2018 – January 2023). Mr. Clapper was the project manager and lead analyst performing all data analysis and development of a state Trash Amendments compliance plan for the City of Laguna Beach and assisting the City implementation of south Orange County Water Quality Improvement Plan (WQIP) program requirements. A conceptual Track 2 plan was developed for the City and baseline trash visual assessment surveys were conducted to further refine additional measures needed for compliance. Data analysis included using GIS software to define priority land use areas, model trash generation rates, and refine drainage area delineations to existing BMPs. WQIP implementation assistance has included technical support in bacteria TMDL compliance and assisting the City with Heisler Park Area of Special Biological Significance (ASBS) Compliance Plan annual reporting.

Orange County Public Works, OC Watersheds Program, Orange County, CA: Section Supervisor, Program Manager, Field Lead. (August 2005 – January 2017) Previous Employer. The County of Orange's OC Watersheds program directs NPDES compliance programs as both a lead permittee conducting MS4 permit program development, monitoring, and reporting through a cost-share on behalf of Orange County cities, and as an individual permittee representing County jurisdictional areas. During his time at the County, Mr. Clapper served in several OC Watersheds program roles including: a monitoring program lead, a hydrology and GIS data analyst, a bacteria TMDL program manager, and as chief of the County's Internal Storm Water Compliance Section managing the County's JRMP for unincorporated areas and the Orange County Flood Control District. Notable program efforts included development of bacteria TMDL required Comprehensive Load Reduction Plans for the Aliso Creek and San Juan Creek Watersheds and leading the County's JRMP MS4 permit annual reporting involving the coordination of multiple County departments and agencies and reporting under two separate permits.

BRENT SMITH, IGP TOR, QSD/QSP, QISP, CPESC

TECHNICAL LEAD (SWPPP/ESCP REVIEW, CONSTRUCTION BMP INSPECTIONS, NPDES TRAINING AND CIP GRANTS)

Years with WSP

22

Years total

22

Education

BS, Environmental Science, University of California Santa Barbara

Licenses/ Certifications

Industrial General Permit Trainer of Record and Qualified Industrial Storm Water Practitioner (Reg. No. 115)

Construction General Permit Qualified SWPPP Developer / Qualified SWPPP Practitioner, (Reg. No. 01105)

Certified Professional in Erosion and Sediment Control, (Reg. No. 5585)

Professional Memberships

CASQA

California Construction and Industrial Materials Association

Office location

Costa Mesa

Mr. Smith is a senior associate scientist with more than 22 years of experience providing environmental compliance consulting for a wide variety of projects and clients. Mr. Smith has helped many clients comply with NPDES regulations and permitting, including municipal, industrial, construction, and de minimus permits. Mr. Smith's responsibilities have included stormwater program management, NPDES permit compliance, flow measurement and sampling system design, evaluation and recommendation of BMPs, field monitoring, training including QISP training, interpretation of analytical results, structural BMP inspection program development, statewide Trash Amendments implementation, and grant funding support. Mr. Smith currently manages compliance projects for several of the largest municipalities in Orange County and industrial facilities such as John Wayne Airport.

SUMMARY OF RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)

Port of Long Beach, Construction NPDES Program Support, Long Beach, CA: Technical Lead. (2015 – Present). Mr. Smith assisted the Port of Long Beach with construction document revisions and risk calculations to comply with California's Construction General Permit. Mr. Smith developed procedures to properly calculate risk for all construction sites at the Port of Long Beach and utilized the procedure to calculate risk for four active constructions sites lowering the risk level for three of four sites. Mr. Smith has also assisted with revisions and development of SWPPPs as a Qualified SWPPP Developer (QSD) for construction projects at the Port of Long Beach.

City of Anaheim, Municipal NPDES Program, Anaheim, CA: Project Manager. (2003 – Present). Mr. Smith is the Project Manager for the City of Anaheim NPDES compliance programs. Mr. Smith has assisted with the development and implementation of a comprehensive NPDES compliance inspection program for the City's existing development, construction, and the significant re-development programs. The existing development program includes inspecting thousands of industrial and commercial facilities to help the City of Anaheim comply with stormwater program obligations. Mr. Smith currently manages this program with the City's Code Enforcement Department conducting the inspections. Mr. Smith developed a NPDES training program for the City, which is provided annually. Mr. Smith also assists Public Works Construction with the construction and significant redevelopment programs. Mr. Smith has reviewed WQMPs and SWPPPs, conducted field verifications of structural treatment controls installed, reviewed operation and maintenance of post-construction BMPs, completed construction inspections, and trained construction inspectors. Mr. Smith has also assisted the City with the development of three SPCC plans, all aspects of the City's MS4 annual report, grant funding reporting requirements, construction support, and is currently managing the development and implementation of the City's program to comply with the statewide Trash Amendments.

MICHAEL LOWTHER, IGP TOR, QISP, CPESC

TECHNICAL LEAD (WQMP AND FACILITY BMP INSPECTIONS)

Years with WSP

16

Years total

16

Education

BS, Environmental Engineering, California Polytechnic State University

Licenses/ Certifications

2015 Industrial General Permit Trainer of Record/Qualified Industrial Storm Water Practitioner (Reg. No. 159)

Certified Professional in Erosion and Sediment Control, 6187

Qualified Storm Water Pollution Prevention Plan Developer for the Scrap Metal Permit, Order No. R8-2012-0012, Certificate # SMQSD-001

Office location

Costa Mesa

Mr. Lowther has 16 years of professional experience evaluating and developing stormwater management programs and providing annual training seminars to comply with the NPDES Industrial General Permit (IGP). He has written and evaluated SWPPPs for a variety of facilities with industrial activities that have included sulphur processing, clay mining, oil field drilling, aerospace manufacturing, automotive dismantling, scrap metal/paper/plastic processing, chemical manufacturers, wineries, paint manufacturers, airports, schools bus maintenance shops, marinas and boatyards. Mr. Lowther has completed several thousands of municipal/industrial/commercial/construction inspections on behalf of municipalities in Orange County to comply with Phase I MS4 permits. He has extensive experience performing post-construction WQMP stormwater treatment control BMP inspections on behalf of municipalities to verify that BMPs are installed and maintained as proposed in the WQMPs. Mr. Lowther also has extensive experience training WSP and municipal personnel to complete industrial, commercial, municipal, construction, and post-construction WQMP inspections.

SUMMARY OF RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)

City of Santa Ana, Municipal NPDES Program, Santa Ana, CA: Compliance Inspector. (2011- Present). Mr. Lowther has assisted the City of Santa Ana with implementation of an industrial and commercial NPDES inspection program that includes inspections at approximately 1,000 industrial and commercial facilities each year. He has audited facilities for compliance with Santa Ana Regional Water Quality Control Board stormwater requirements including an evaluation of current business practices, potential discharges generated by the facility and recommendations for BMP interim actions. Tasks also included enforcement, as necessary, including writing notices of violation.

City of Anaheim, Municipal NPDES Program, Anaheim, CA: Compliance Inspector. (2003 – Present). Mr. Lowther has served as senior NPDES Compliance Inspector responsible for investigating various NPDES-related complaints and audited facilities at industrial and commercial sites for compliance with Santa Ana Regional Water Quality Control Board stormwater requirements. Audits included evaluation of current business practices that involved potential discharges generated by the facility and recommendations for BMP interim actions. He has completed hundreds of verification and operation and maintenance inspections of structural treatment control BMPs. Mr. Lowther has provided in-class and in-the field training for code enforcement officers to complete WQMP operation and maintenance inspections of structural treatment control BMPs. Mr. Lowther routinely assists the City with providing simple solutions to correct design issues observed in the field and assists the City with construction-related inspections.

KERI GANNON, PE, QSD

TECHNICAL LEAD (WQMP REVIEW)

Years with WSP

5

Years total

19

Education

BS, Civil Engineering, Bucknell University, 2002

Professional Registrations

PE, Civil, CA, 68877

Licenses/ Certifications

Construction General Permit Qualified SWPPP Developer, 22492

Office location

San Diego

Ms. Gannon has broad civil engineering and project management experience. She currently provides drainage and stormwater services in the areas of conceptual planning, final design and review for existing and proposed municipal systems. She is currently working with the Port of Long Beach, the San Diego County Regional Airport Authority, the County of San Diego, and the Navy on a variety of projects that include hydrologic/hydraulic analyses, stormwater conveyance and management design, erosion control design, preparation of plans, specifications, and estimates (PS&E), construction-phase support services and stormwater report review. Her expertise also includes stormwater technical studies, CEQA/NEPA review, and QA/QC reviews.

SUMMARY OF RELEVANT EXPERIENCE (CHRONOLOGICAL ORDER)

San Diego Regional Airport Authority, Water Quality Equivalency Credit Trading Document, San Diego, CA: Technical Lead. (2021- Present). Ms. Gannon led development a Water Quality Equivalency (WQE) Credit Trading Framework for the San Diego County Regional Airport Authority (SDCRAA) with the purpose of providing a framework for implementing water quality credit trading at San Diego International Airport (SAN). This Framework relies on the previously developed SDCRAA's BMP Design Manual for Permanent Site Design and the WQE Guidance Document as a basis for outlining the methods that project applicants, and the SDCRAA, can use to bank, track and trade water quality credits for development projects within the SAN jurisdiction. WSP researched other jurisdictional (local and national) guidance on the tracking of water quality credits to complete the development of the Framework, which has been accepted by the San Diego Regional Water Quality Control Board.

City of Anaheim, Trash Full Capture Analysis, Anaheim, CA: Senior Engineer. (2021- Present). Ms. Gannon was the senior engineer responsible for the peer review of the design of three continuous deflective separation (CDS) units to meet the current trash full capture system requirements. The review entailed a review of the basis of design reports, the project plans, and the CDS unit details to ensure that the new system will meet the requirements.

Multiple Clients, Water Quality Management Plan Document Review, Southern CA: Senior Engineer. (2019 - Present). Ms. Gannon is the senior engineer responsible for providing technical support to the Port of Long Beach and the City of San Juan Capistrano to review the stormwater reports developed for redevelopment and development projects occurring within their jurisdiction. The reports are reviewed according to the clients' specific requirements in compliance with NPDES MS4 Permits. WSP prepares comments on the report and works with the report preparer to make sure the reports and project designs meet MS4 permit requirements.

LIST OF PREVIOUS AND CURRENT CLIENTS

PROJECTS RELEVANT TO NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

City of San Juan Capistrano, Public Works Department, San Juan Capistrano, CA (current)

City of Dana Point, Public Works Department, Dana Point CA (current)

City of Garden Grove, Public Works Department, Garden Grove CA (current)

City of Fountain Valley, Public Works Department, Fountain Valley CA (current)

City of Laguna Niguel, Public Works Department, Laguna Niguel CA (current)

City of San Diego, Storm Water Division, San Diego CA (current)*

City of Newark, Public Works Department, Newark CA (current)*

City of Oakland, Public Works Department, Oakland CA (current)*

City of Berkeley, Public Works Department, Berkeley CA (current)*

City of Mountain View, Mountain View CA (current)*

City of Anaheim, Public Works Department, Anaheim CA (current)

City of Santa Ana, Public Works Administration, Santa Ana CA (current)

City of Irvine, Public Works Department, Irvine CA (current)

City of Costa Mesa, Public Works Department, Costa Mesa CA (current)

City of Encinitas, Encinitas CA (current)*

City of Imperial Beach, Public Works Department, Imperial Beach CA (current)*

County of Orange, Orange County Public Works, Santa Ana CA (current)

County of San Diego, Department of Public Works, San Diego CA (current)*

John Wayne Airport, Santa Ana CA (current)

San Diego County Regional Airport Authority, San Diego CA (current)*

Port of Long Beach, Long Beach CA (current)*

Port of Los Angeles, Long Beach CA (current)*

Port of San Diego, San Diego CA (current)*

California Department of Transportation, Sacramento CA (current)

City of San Clemente, Utilities Department, San Clemente CA (previous)

City of Laguna Beach, Water Quality Department, Laguna Beach CA (previous)

County of Ventura, Public Works Department, Ventura CA (previous)

State of California, SWAMP Region 9, San Diego CA (previous)

*Current and previous clients includes WSP Project Managers and staff members not included in proposal.

Fee Proposal

City of Laguna Hills

NPDES Program Management and Inspection Services

March 21, 2023

Joe Ames

Public Works Director
24305 El Toro Road
Laguna Hills, CA 92653

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A. Cover Letter 2
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A. Cover Letter

3560 Hyland Avenue
(949) 642-0245
wsp.com

March 21, 2023

Joe Ames, Public Works Director
City of Laguna Hills
24305 El Toro Road
Laguna Hills, CA 92653

Subject: Fee Proposal for NPDES Program Management and Inspection Services

Dear Mr. Ames,

WSP USA Environment & Infrastructure, Inc. (WSP) would like to thank you for the opportunity to submit a proposal for NPDES Program Management and Inspection Services for the City of Laguna Hills.

The attachment to this cover letter provides a summary of WSP's qualifications to provide the services outlined in the RFP. We have successfully delivered similar projects for many other Orange County cities and are an active participant in the Orange County Stormwater Program helping to guide countywide efforts to comply with NPDES requirements.

From commercial/industrial inspection services, to Water Quality Management Plan (WQMP) review and post-construction BMP inspections, to statewide Trash Amendments compliance plan development and OCTA M2 Tier 1 grants acquisition, to water pollution response and source investigations we have implemented all aspects of local agency stormwater programs and have experience with program implementation under both the Santa Ana and San Diego Region Phase I Municipal Separate Storm Sewer System (MS4) permits.

The WSP Team Advantage:

- ✓ Local team with decades of experience led by a proven Project Manager
- ✓ Environmental compliance is our core capability
- ✓ Decades of successful on-call contract service history
- ✓ Proven methodology
- ✓ Commitment to QA/QC
- ✓ Knowledge of local environment

WSP is a global leader in consulting and engineering across the energy and built environment. We provide consulting, projects, and operations solutions in more than 60 countries, and employ approximately 40,000 people. WSP's southern California offices are staffed by more than 400 professional planners, biologists, and scientists. Our Costa Mesa, CA office is only 15 miles from Laguna Hills City Hall and has been designated as the project management location for this contract.

The proposed key team members, as well as numerous other staff members within our organization will be immediately available to perform the described program management and inspection services. Theodore (Ted) W. Von Bitner, who will serve as the Principal-in-Charge, and Kacen Clapper, proposed Project Manager, are authorized to negotiate a binding contract on behalf of WSP and the parties named in this proposal. Our corporate office and local addresses and the primary point of contact during the evaluation process are listed in Table 1.

Table 1 – WSP Contact Information

Legal Name & Corporate Office	Main Point of Contact
WSP USA Environment & Infrastructure, Inc. 1075 Big Shanty Road NW, Suite 100, Kennesaw, GA 30144	Kacen Clapper, Project Manager 3560 Hyland Avenue, Suite 100, Costa Mesa, CA 92626 Direct: 714-624-2722 kacen.clapper@wsp.com

PROFESSIONAL SERVICES AGREEMENT STATEMENT & ADDENDUM ACKNOWLEDGEMENT

WSP declares that we have reviewed and are ready to execute the City's standard form Professional Services Agreement (Attachment 4) and acknowledge receipt of all RFP addenda.

MAIN POINT OF CONTACT

Should you have any questions regarding either the scope of work or our fee schedule, Kacen Clapper will be your primary point of contact. Correspondence can be sent to him at our address listed below or he may be contacted at (714) 624-2722 or at his email address is kacen.clapper@wsp.com.

Sincerely,
WSP USA Environment & Infrastructure, Inc.

Theodore Von Bitner, PhD
Principal-In-Charge

Kacen Clapper, CPSWQ
Project Manager

B. Proposed Project Budget

This section presents our estimated costs to perform the scope of services based on experience with similar work for other clients, incorporating the assumptions described by the City in the RFP, and based on our proposed rate schedule presented in section C. Our costs estimate is negotiable and can be revised at the opportunity to clarify the specific assumptions outlined in the RFP.

Our approach to providing NPDES Program Management and Inspection Services to the City is based on the following service areas:

Task 1. Program Administration

Task 2. Compliance Planning

Task 3. Program Funding

Task 4. Training

Task 5. Capital Projects and Programs

Task 6. Planning and Land Development

Task 7. Construction

Task 8. Industrial/Commercial and Municipal Facility Inspections

Task 9. Investigations

Task 10. Public Outreach

Task 11. Reporting and Record Keeping

Tables 1, 2, 3 lists the task specific costs and estimated hours to perform the scope of work.

Table 1. Year 1 Costs to Provide NPDES Program Management and Inspection Services to the City of Laguna Hills.

Classification	Name(s)	Rate	Hours by Task Number											Total Hours	Total Cost
			1	2	3	4	5	6	7	8	9	10	11		
Principle	Matt Rich	$310	2	0	0	0	0	0	0	0	0	0	0	2	$620
Senior Associate	Theodore Von Bitner, Brent Smith	$250	12	6	2	2	0	2	0	0	0	0	0	24	$6,000
Associate/Project Manager	Michael Lowther, Lijun Xu, Kacen Clapper	$200	80	65	6	14	18	8	8	17	40	20	33	309	$61,800
Senior 2/ Project Manager	Keri Gannon	$180	0	0	0	0	0	59	0	0	0	0	0	59	$10,620
Senior 1	Sarah Seifert, Kimberly Henry, Tomas Marquez	$170	0	25	0	0	0	0	0	0	0	0	60	85	$14,450
Professional Staff 3	Dylan Cawthorne, Bryan Shiang, Ellen Smith, Tom Perry	$150	0	0	10	0	6	90	103	170	0	6	126	511	$76,650
Professional Staff 2		$130	0	0	0	0	0	0	0	0	0	0	0	0	$0
Professional Staff 1		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Technician		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Field Technician		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Project/ Controller/ Coordinator			0	0	0	0	0	0	0	0	0	0	0	0	$0
Project Controls Analyst	Bernadette Roberts, Sarah Gerry	$110	27	0	0	0	0	0	0	0	0	0	0	27	$2,970
Project Support		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Technical Writer		$135	0	0	0	0	0	0	0	0	0	0	0	0	$0
Mileage (IRS Rate) and Materials			$235.80	$0.00	$0.00	$0.00	$78.60	$589.50	$884.25	$314.40	$209.60	$558.95	$0.00		$2,871
Task Specific and Overall Costs			$22,826	$18,750	$3,200	$3,300	$4,579	$26,810	$17,934	$29,214	$8,210	$5,459	$35,700	1017	$175,981

NA = Not Applicable

Table 2. Year 2 Costs to Provide NPDES Program Management and Inspection Services to the City of Laguna Hills.

Classification	Name(s)	Rate	Hours by Task Number											Total Hours	Total Cost
			1	2	3	4	5	6	7	8	9	10	11		
Principle	Matt Rich	$310	2	0	0	0	0	0	0	0	0	0	0	2	$620
Senior Associate	Theodore Von Bitner, Brent Smith	$250	12	6	2	2	0	2	0	0	0	0	0	24	$6,000
Associate/Project Manager	Michael Lowther, Lijun Xu, Kacen Clapper	$200	80	65	6	14	18	8	8	17	40	20	32	308	$61,600
Senior 2/ Project Manager	Keri Gannon	$180	0	0	0	0	0	59	0	0	0	0	0	59	$10,620
Senior 1	Sarah Seifert, Kimberly Henry, Tomas Marquez	$170	0	25	0	0	0	0	0	0	0	0	42	67	$11,390
Professional Staff 3	Dylan Cawthorne, Bryan Shiang, Ellen Smith, Tom Perry	$150	0	0	10	0	6	90	103	170	0	6	141	526	$78,900
Professional Staff 2		$130	0	0	0	0	0	0	0	0	0	0	0	0	$0
Professional Staff 1		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Technician		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Field Technician		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Project Controller/ Coordinator		$150	0	0	0	0	0	0	0	0	0	0	0	0	$0
Project Controls Analyst	Bernadette Roberts, Sarah Gerry	$110	27	0	0	0	0	0	0	0	0	0	0	27	$2,970
Project Support		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Technical Writer		$135	0	0	0	0	0	0	0	0	0	0	0	0	$0
Mileage (IRS Rate) and Materials			$235.80	$0.00	$0.00	$0.00	$78.60	$589.50	$884.25	$314.40	$209.60	$558.95	$0.00	NA	$2,871
Task Specific and Overall Costs			$22,826	$18,750	$3,200	$3,300	$4,579	$26,810	$17,934	$29,214	$8,210	$5,459	$34,690	1,013	$174,971

NA = Not Applicable

Table 3. Year 3 Costs to Provide NPDES Program Management and Inspection Services to the City of Laguna Hills.

Classification	Name(s)	Rate	Hours by Task Number											Total Hours	Total Cost
			1	2	3	4	5	6	7	8	9	10	11		
Principle	Matt Rich	$310	2	0	0	0	0	0	0	0	0	0	0	2	$620
Senior Associate	Theodore Von Bitner, Brent Smith	$250	12	6	2	2	0	2	0	0	0	0	0	24	$6,000
Associate/Project Manager	Michael Lowther, Lijun Xu, Kacen Clapper	$200	80	65	6	14	18	8	8	17	40	20	32	308	$61,600
Senior 2/ Project Manager	Keri Gannon	$180	0	0	0	0	0	59	0	0	0	0	0	59	$10,620
Senior 1	Sarah Seifert, Kimberly Henry, Tomas Marquez	$170	0	25	0	0	0	0	0	0	0	0	42	67	$11,390
Professional Staff 3	Dylan Cawthorne, Bryan Shiang, Ellen Smith, Tom Perry	$150	0	0	10	0	6	90	103	170	0	6	141	526	$78,900
Professional Staff 2		$130	0	0	0	0	0	0	0	0	0	0	0	0	$0
Professional Staff 1		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Technician		$120	0	0	0	0	0	0	0	0	0	0	0	0	$0
Field Technician		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Senior Project Controller/ Coordinator		$150	0	0	0	0	0	0	0	0	0	0	0	0	$0
Project Controls Analyst	Bernadette Roberts, Sarah Gerry	$110	27	0	0	0	0	0	0	0	0	0	0	27	$2,970
Project Support		$100	0	0	0	0	0	0	0	0	0	0	0	0	$0
Technical Writer		$135	0	0	0	0	0	0	0	0	0	0	0	0	$0
Mileage (IRS Rate) and Materials			$235.80	$0.00	$0.00	$0.00	$78.60	$589.50	$884.25	$314.40	$209.60	$558.95	$0.00	NA	$2,871
Task Specific and Overall Costs			$22,826	$18,750	$3,200	$3,300	$4,579	$26,810	$17,934	$29,214	$8,210	$5,459	$34,690	1013	$174,971

NA = Not Applicable

C. Fee Schedule

As requested, we have provided an hourly rate fee schedule applicable to our proposed personnel proposed to provide services on City of Laguna Hills projects in a separate sealed envelope.

The Schedule of Charges applies to all services provided by and/or through WSP to the City. The schedule of charges may be revised periodically, as conditions require. These rates will be in effect for the duration of the contract.

WSP is an Equal Opportunity/Affirmative Action Employer, and as such adheres to all applicable federal, state, and local laws and regulations in this regard.

Labor

Labor charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Labor category charge rates for WSP are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

LABOR CATEGORY	HOURLY RATE
Principal Engineer/Scientist	$310
Senior Associate Engineer/Scientist	$250
Associate Project Manager/Engineer/Scientist	$200
Senior 2/Engineer / Scientist	$180
Senior 1/Engineer/Scientist	$170
Staff 3 Engineer / Scientist	$150
Staff 2 Engineer / Scientist	$130
Staff 1 Engineer / Scientist	$120
Senior Technician	$120
Field Technician	$100
Senior Project Controller/Coordinator	$150
Project Controls Analyst	$110
Project Support	$100
Technical Writer	$135

The hourly labor rates set forth are valid effective January 1, 2023.

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses. Employee

expenses will be charged at cost. Mileage for travel expenses will not be charged to the City. Other expenses are listed below.

Charges for expert witness services will be at the hourly rates shown. However, for depositions and for court appearances, the rate is twice the amount shown. There will be a 4-hour minimum per-day charge for depositions and an 8-hour minimum per-day charge for court appearances. Special accounting services will be billed at the Support Staff rate.

Direct Costs and Subcontracted Services

The following represents typical billing rates for expense not directly related to hourly fees, including reprographic services.

Outside Services

Outside services will be charged at cost multiplied by 1.05. Common outside items include: subconsultants, drilling services, laboratory testing, equipment and vehicle rental, printing and photographic work, postage and shipping, conference calls, travel, and transportation.

Reimbursables

Non-routine Photocopies..... $0.12/sheet

Specialized Computer Application ..... $25.00/hour[1]

On-request Invoices

Invoices will be rendered at least monthly, either as a final or partial billing, and will be payable upon receipt. An additional payment charge of 1 1/2% per month or the maximum charge allowed by law, whichever is less, will be payable on accounts not paid within 30 days from billing date.

Other Expenses

Special equipment or supplies, permits, shipping charges, special printing, or other items not customarily provided by WSP, will be charged at our cost multiplied by 1.05. The use of company-owned specialized equipment required by a project not listed above will be quoted separately to the City prior to the work and charged at an hourly rate or daily rate.

[1] Does not include commercially available software programs such as ArcGIS, ArcPro for GIS, Microsoft Office products, etc.

EXHIBIT "B"

CITY OF LAGUNA HILLS

SCOPE OF SERVICES

FOR

NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

REQUEST FOR PROPOSALS (RFP)

NPDES PROGRAM MANAGEMENT AND INSPECTION SERVICES

SCOPE OF SERVICES DESCRIPTION

(4-PAGES)

SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. None of the requested services should be interpreted as requiring any dedicated or continuing on-site staffing by the Consultant.

These services include ensuring that the City's National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit requirements are complied with, including total maximum daily load (TMDL) implementation, water pollution prevention programs, and the City's stormwater pollution prevention ordinance.

Responsibilities include coordinating the City's NPDES MS4 program, serving as a main liaison with the Santa Ana and San Diego Regional Water Quality Control Boards and the County of Orange, overseeing the City's NPDES MS4 program, and attend various countywide meetings.

It is anticipated the selected consultant will support the City with a combination of meetings, both in-house and field, along with satellite services. ***The Department anticipates the work can be accomplished within 16 hours per week with the selected provider. All work performed by the selected provider shall be invoiced on an hourly basis.*** This allows the Department to contract for more complex expertise than is currently available with in-house staff.

As a courtesy, some items below have estimated time allowances. However, the proposer shall investigate all items and make his/her own estimates of all work items, regardless of estimated time allowances provided, in his/her proposal.

Other specific tasks include, but are not limited to:

1. **Program Administration**
    a. Program updates and correspondence.
        - Provide Program status updates and hold update meetings. Represent the City at various regulatory compliance meetings. Meetings include but are not limited to: NPDES General Permittee Meetings, Newport Bay Watershed Meetings, North Orange County Watershed Management Area Management Committee Meetings, South Orange County Watershed Management Area Committee Meetings, Local Implementation Plan/Program Effectiveness Assessment Sub-Committee Meetings, NPDES Legal/Regulatory Advisory Sub- Committee

Meetings, Trash and Debris Task Force Meeting Public Education Sub-Committee Meetings, NPDES Technical Advisory Committee Meetings, NPDES Inspection Sub-Committee Meetings, and, as-needed Regional Board Meetings. ***For this task, assume three 2-hour meetings per month.***

- Act as liaison with various environmentally related resource agencies as it relates to public and private projects within the city.

b. Technical assistance. Be aware, train, and update City staff regarding new technologies, changing mandates, regulations, and NPDES items. Consultant will be knowledgeable of NPDES legislation and recommend implementation of program elements as necessary and required to comply with NPDES regulations.

2. **Compliance Planning**.
   a. Assist with planning, implementing, and reporting for TMDLs and Watershed Plans and for statewide pollutant provisions, *including any Newport Bay TMDLs as well as the South Orange County Integrated Regional Water Management Plan and the South Orange County Water Quality Improvement Plan.* Assess compliance with TMDLs and Plans as well as statewide pollutant provisions. Recommend compliance actions and assist in their implementation. ***For this task, assume 8 hours per month.***

3. **Program Funding**
   a. Apply for applicable grant funding opportunities. Grant funding opportunities may include but not limited to OCTA M2 Tier 1 Grants. ***For this task, assume 20 hours of assistance per year.***
   b. Assist in developing and administering Program fees, budgets, and cost share agreements.

4. **Training**
   a. Hold annual NPDES MS4 training for City staff in-person.
   b. Obtain proper and pertinent training by attending County-wide training. County-wide training includes but is not limited to: WQMP and Hydromodification Model Training, Stormwater Program Manager Training, Illegal Discharge and Illicit Connection Training, Commercial/Industrial/Municipal Inspector Training, and Post-Construction Inspection Training. ***For this task, assume 8 hours of County-wide training per year.***

5. **Capital Projects and Programs**
   a. Provide as-needed assistance in selecting, developing, and implementing any NPDES elements of capital projects.
   b. Conduct maintenance inspections for City-owned post-construction BMPs.

For this task, assume 2 inspections per year.

c. Assist City staff in receiving and terminating coverage under the NPDES Construction General Permit and other applicable NPDES permits.

6. **Planning and Land Development**
   a. Review and approve submittals of Water Quality Management Plans (WQMPs), Non-Priority Water Quality Management Plans, Stormwater Pollution Prevention Plans, and Water Pollution Control Plans for City and private development projects. ***For this task, assume 10 WQMPs, each requiring 3 reviews to approval, for a total of 30 reviews***.
   b. Review/plan check project plans, specifications, and other documents for compliance with storm water regulations.
   c. Collaborate and confer with developers, contractors and engineers on water quality issues related to grading plans and encroachment permits.
   d. Conduct post-construction BMP verification and maintenance inspections. ***For this task, assume 15 verification/maintenance inspections per year.***

7. **Construction.** Conduct proactive, routine stormwater quality inspections for construction sites that require NPDES Permit coverage and provide as-needed inspection assistance for construction sites that do not require coverage. Work with public works staff, building inspectors, and code enforcement officers to bring NPDES issues into compliance. ***For this task, assume 30 inspections, 15 follow-up inspections, and 5 enforcement notices per year.***

8. **Industrial/Commercial and Municipal Facility Inspections**
   a. Conduct routine stormwater quality inspections for commercial, industrial, and municipal facilities. Work with Public Works staff and the City's Code Enforcement Officer to bring NPDES issues into compliance. Routine inspections also include following-up for facilities referred to by Orange County Health Care Agency, and Orange County Pollution Prevention Hotline. ***For this task, assume 70 inspections, 20 follow-up inspections, and 5 enforcement notices per year***.
   b. Assist as-needed with the implementation of SB-205.

9. **Investigations.** Respond as needed to emergency spills and properly document the incidents, including illicit connections and illegal discharges. Communicate with appropriate parties to mitigate incidences and maintain tracking system of all complaints, investigations, and correspondence. Work with code enforcement officers to bring NPDES issues into compliance. ***For this task, assume 4 investigations and 4 follow-up inspections per year.***

10. **Public Outreach**
    a. Provide pollution prevention educational materials for distribution and content for internet-based platforms. ***For this task, assume $500 in material purchases per year to be reimbursed by the City as part of the consultant's monthly invoicing.***
    b. Assist with City community events to promote pollution prevention. ***For this task, assume 3 events per year with 4 hours per event.***
    c. Update educational materials and content as needed, working with the City's public information officer consultant and City staff.

11. **Reporting and Record Keeping**
    a. Prepare the NPDES MS4 Annual Reports for the Santa Ana RWQCB and San Diego RWQCB along with providing data to the County of Orange. This includes but is not limited to: legal authority, illicit discharge detection and elimination program, development planning program, construction management program, existing development and management program, public education and participation program, and fiscal analysis.
    b. Prepare and submit the City's quarterly reports for Industrial/Construction NPDES Permit facilities.
    c. Manage and update inventories to track NPDES activities. Inventory includes tracking of municipal facilities, commercial facilities, industrial facilities, WQMP projects, post-construction BMP maintenance and verification, and construction sites.
    d. **Use and populate the Orange County Stormwater Tools ("OC Stormwater Tools") compliance reporting program designed by Orange County Public Works.** The City currently has a backlog of entries which must be made which involve making field visits to City-owned and privately-owned stormwater treatment devices (structural BMPs) to verify status and O&M issues, researching existing WQMPs and grading plans the City has on-file, and entering the data into OC Stormwater Tools. ***For this task, in the first year of the contract, assume 100 hours of work, and assume 40 hours of work in years 2 and 3.***

End of Section, continue to next page.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Adoption of Fiscal Year 2026-2027 Civic Center Budget

Recommendation: That the City Council approve and adopt the FY 2026-2027 Civic Center Budget.

Background:

The Laguna Hills Civic Center is a standalone enterprise fund operation of the City. Altogether, there are 51,970 square feet of leasable office space in the Civic Center. The City currently occupies 20,843 square feet and leases 31,127 square feet to outside parties.

For the 2026-2027 fiscal year, Essex Realty Management, Inc., the property management company the City uses to manage the day-to-day operations of the Civic Center, is recommending a proposed Civic Center Budget that will generate a net income of $72,714. However, after anticipated leasing commissions totaling $27,549 and proposed one-time capital improvements totaling approximately $206,400, the budget estimates a short-term net loss of $161,235.

Proposed one-time capital improvements for the 2026-2027 fiscal year include: (1) replacement of the roof underlayment for roof section "Section E" of the building, (2) the anticipated replacement of four water heat source pumps throughout the year, and (3) termite fumigation (tenting of the building). The total of these improvements is estimated at $206,400. All of these capital improvements will actually be funded by CIP No. 505 or the Facility Maintenance and Repairs budget included in the Public Works Operating Budget for FY 2026-2027.

On March 14, 2023, the City Council approved the transfer of $850,000 from general fund reserves to CIP No. 505, Civic Center Improvements. On February 13, 2024, the City Council approved the transfer of $192,125 from CIP No. 505 to the Civic Center Enterprise Fund for the reimbursement of capital improvement projects managed by Essex for contracting efficiency.

The proposed FY 2026-2027 Civic Center Budget is based on the following significant assumptions:

- The current vacancies in Suites 200 and 310 are leased by March 2027 and September 2026, respectively.
- The Civic Center otherwise remains fully occupied (all available lease space is rented).

Included as an attachment to this report is the proposed FY 2026-2027 Civic Center Budget.

CEQA Findings:

CEQA Guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

Fiscal Impact:

The proposed FY 2026-2027 Civic Center Budget includes the following highlights:

Budget Highlights	**Totals**
Income (Rent and Common Area Maintenance Charges):	$869,658
Expenses (Direct and Indirect):	($796,944)
Estimated Net Income (Income minus Expenses):	$72,714
Leasing Commission Expenses:	($27,549)
Capital Improvement Expenses:	($206,400)
Short Term Net Loss:	($161,235)

The separate enterprise fund managed by Essex Reality Management, Inc. has a fund balance of $75,483 as of May 31, 2026.

For comparison purposes only, as of June 30, 2025, the total FY 2024-2025 fiscal activity in CIP No. 505 was $208,577 and the remaining balance was $310,930. As of June 4, 2026, the total FY 2025-2026 fiscal activity in CIP No. 505 has been $89,002 and the remaining balance is $221,928.

As of June 4, 2026, the total FY 2025-2026 fiscal activity in the Facility Maintenance and Repairs budget has been $91,757 and the remaining balance is $58,243. This budget is included in the Public Works Operating Budget.

While the proposed FY 2026-2027 Civic Center Budget projects a net loss of $161,235 after proposed capital improvement expenses and leasing commissions, this net loss is due to the proposed capital improvement expenses, which can be funded by CIP No. 505 ($221,928 balance) and the Facility Maintenance and Repairs budget ($58,243 balance). At this time, City staff is not recommending any additional funds be transferred from General Fund reserves to CIP No. 505, the Facility Maintenance and Repairs budget, or the Civic Center enterprise fund.

Attachments:

1. Proposed FY 2026-2027 Civic Center Budget

2026-2027 BUDGET

THE CITY OF LAGUNA HILLS CIVIC CENTER

24031-24035 El Toro Road, Laguna Hills, CA

PREPARED FOR:

The City of Laguna Hills

PREPARED BY:

Property Manager: Chris Johar
Assistant Property Manager: Sidney Johnson
Accountant: Thuy Le

Reviewed an Approved: _____

Dated: _____

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THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
HISTORIC SUMMARY

Project Size 51,946

	2023/2024 Actuals	2024/2025 Actuals	2025/2026 Annualized Thru 04/2026	2026/2027 Fiscal Budget		COMMENTS
REVENUES:						
Rental Income	1,285,411	1,262,756	1,371,301	1,383,669		Variance due to an increase in occupancy, i.e., Suite 300, 205, 320, and 255
Contra Revenue	(549,965)	(549,965)	(555,691)	(549,965)		
CAM Income	167,026	175,390	175,226	208,200		
Contra CAM	(157,820)	(153,730)	(145,332)	(172,246)		
CAM Rec. Rev.	57,275	24,241	0	0		
Late Fee Revenue	77	170	851	0		
NSF Revenue	0	0	0	0		
Other Revenue	11,780	10,372	7,212	0		
TOTAL REVENUES:	813,784	769,233	853,567	869,658		
AVERAGE OCCUPANCY:	90%	89%	97%	96%		
DIRECT OPERATING EXPENSES:					psf/yr	
Security	4,179	9,629	6,451	4,035	$0.08	Variance due to annual fire alarm testing during the prior fiscal year paid in 25/26, $1,275.
Cleaning	133,526	132,565	145,516	147,443	$2.84	Variance due to an increase in wages for both nighttime and dayporting crew. Plus, the cost is based on the occupancy rate; anticipated 100% occupancy by February 2027.
Management Fee	54,104	55,440	57,748	57,768	$1.11	
HVAC	39,251	47,542	37,764	42,206	$0.81	Variance due to the HVAC repair contingency has not been fully utilized in 2025; the monthly contingency rate is lower in 2026 by $500 per month. Recurring preventative maintenance service has slightly increased.
Elevator	8,279	11,494	8,342	12,374	$0.24	Variance due to elevator repair contingency has not been fully utilized in 2025 - the monthly contingency rate remains the same in 2026; Recurring preventative maintenance service has slightly increased.
Repairs & Maintenance	101,378	93,616	71,850	67,929	$1.31	Variance due to the omission of the on-site maintenance service entirely in 2025 (removed $5,760) from the 25' forecast. Plus, the anticipated standard increase in contingency repair/maintenance service.
Utilities	201,484	212,499	206,375	216,257	$4.16	Standard annual percentage increase 4%; remaining months for 25/26 have not been fully actualized.
Parking Lot	6,369	19,385	8,703	6,080	$0.12	Variance due to the increase in the installation of holiday lights; contingency exterior lighting repair remains the same, $500 quarterly. Plus, the monthly parking sweeping has slightly increased.
Landscaping	36,027	13,484	39,489	42,040	$0.81	Variance due to an increase in fountain maintenance service. Plus, added the deep Cleaning and Sealing Service, $1,200. All expenses remain at the same rate.
Insurance	125,000	128,387	130,000	130,000	$2.50	
Real Estate Taxes	10,942	11,873	18,747	19,122	$0.37	Based on the 25/26' actual with the standard 2% increase.
Non-Reimb Expense	1,156	0	0	0	$0.00	
DIRECT OPERATING EXPENSES:	721,696	735,914	730,985	745,254	$14.35	
Direct Expenses psf/year	$13.89	$14.17	$14.07	$14.35		
Direct Expenses psf/month	$1.158	$1.181	$1.173	$1.196	2.0%	
NET OPERATING INCOME:	**$92,088**	**$33,320**	**$122,582**	**$124,404**		
INDIRECT OPERATING EXPENSES:						
Lease Commission Expense	0	948	4,484	3,106		Variance due to the 1-year lease renewals commission expense. Renewals include: Suite 250A, B, C, D, E, 220, and 300.

Advertising & Promotions	4,044	2,870	6,729	8,700	Variance due to expense for the holiday décor is less than 25' holiday since the ornaments and refresh already been paid.
Legal Fees	0	0	150	1,000	Variance due to legal fees contingency has not been utilized.
Admin & Professional Expense	9,365	340	130	600	
Environmental Expense	2,484	1,625	2,596	1,975	
Vacant/Tenant Space Refurbishment	1,710	0	950	2,000	Variance due to contingency in 2025 has not been fully utilized.
Repairs & Maint. Indirect	41,688	30,766	49,597	34,309	
Interest Income	591,725	596,362	14,282	0	
Total Indirect Oper. Costs:	651,016	632,910	78,918	51,690	
NET INCOME AFTER INTEREST:	**(558,928)**	**(599,591)**	**43,664**	**72,714**	
Capital Expenses:					
	144,768	31,201	27,805	206,400	Variance in 2025 CAPEX has not been fully utilized;deferred to 26/27. Termite fumigation, $87,000. (4) WHSP unit contingency replacement, $72,000; section E new roof underlayment, $47,400.
Capital Improvements					
Tenant Improvements	39,781	0	0	0	
Lease Commissions	21,355	41,981	52,730	27,549	See revenue assumptions
Total Capital Expenses:	205,904	73,182	80,535	233,949	
NET CASHFLOW AFTER CAPITAL:	(764,832)	(672,773)	(36,871)	(161,235)	
Other Adjustments	(570,073)	(644,314)	23,800	0	
OWNER (CONTRIB.)	(129,125)	0	0	0	
OWNER DISTRIB.	0	0	0	0	
NET CASHFLOW:	**(65,634)**	**(28,459)**	**(60,671)**	**(161,235)**	

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
INCOME													
4100-0000 Rent	**113,880**	**113,180**	**115,343**	**115,343**	**109,954**	**115,888**	**115,888**	**116,057**	**119,999**	**119,999**	**119,999**	**108,140**	**1,383,669**
- AGATHA GLOBAL TECH (RNT) 742-304	1,583	1,583	1,583	1,583	1,583	0	0	0	0	0	0	0	7,914
- AGATHA GLOBAL TECH (RNT) 742-304	0	0	0	0	0	1,630	1,630	1,630	1,630	1,630	1,630	1,630	11,413
- ALAN & DOMARINA PACE (RNT) 742-250C	637	637	637	637	637	637	637	637	637	637	637	637	7,648
- ALAN PACE (RNT) 742-250E	848	848	848	848	848	848	848	848	848	848	848	848	10,173
- BANC OF CALIFORNIA (RNT) 742-130	6,105	6,105	6,105	6,105	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	74,722
- CARNO LAW GROUP (RNT) 742-260	6,878	6,878	6,878	6,878	6,878	6,878	6,878	6,878	6,878	6,878	6,878	0	75,654
- CARNO LAW GROUP (RNT) 742-260	0	0	0	0	0	0	0	0	0	0	0	6,812	6,812
- CAROLYN BEHRENS (RNT) 742-330	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	2,106	0	23,163
- CITY OF LAGUNA HILLS (RNT) 742-100	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	45,830	549,965
- DR. KOOROSH HOSN DDS (RNT) 742-230	3,831	3,831	3,831	3,831	3,831	3,831	3,831	3,831	3,831	3,831	3,831	3,946	46,087
- FAY BLIX (ABR) 742-301	0	0	0	0	-5,887	0	0	0	0	0	0	0	-5,887
- FAY BLIX (RNT) 742-301	5,715	5,715	5,715	5,715	5,887	5,887	5,887	5,887	5,887	5,887	5,887	5,887	69,955
- JAMES P FERRARA (RNT) 742-250B	637	637	637	637	637	637	637	637	637	637	637	637	7,644
- JOHN A ROSENBAUM (RNT) 742-250A	740	740	740	740	740	740	740	740	740	740	740	740	8,880
- KAPRI, INC. (RNT) 742-255	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	1,399	16,790
- LAYLA FIJANY, DDS MS CORP., A CALIFOR	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,804	5,804	5,804	5,804	5,804	68,468
- LEWELLEN ACCOUNTANCY CORP. (RNT) 7	4,740	4,740	4,740	4,740	0	0	0	0	0	0	0	0	18,960
- LEWELLEN ACCOUNTANCY CORP. (RNT) 7	0	0	0	0	4,883	4,883	4,883	4,883	4,883	4,883	4,883	4,883	39,062
- NYA LLC (RNT) 742-210	5,418	5,418	5,418	5,418	5,418	5,418	5,418	5,418	5,418	5,418	5,418	5,418	65,011
- PREMIER GROUP INTERNATIONAL, A CA IN	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	3,291	39,492
- Prospect 1 (RNT) 742-200	0	0	0	0	0	0	0	0	3,842	3,842	3,842	3,842	15,366
- Prospect 2 (RNT) 742-310	0	0	2,163	2,163	2,163	2,163	2,163	2,163	2,163	2,163	2,163	2,163	21,634
- SENATE RULES COMMITTEE (RNT) 742-20	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	0	0	0	0	26,661
- SENATE RULES COMMITTEE (RNT) 742-20	0	0	0	0	0	0	0	0	3,433	3,433	3,433	3,433	13,730
- SERENITY ESCROW, INC. (RNT) 742-300	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	1,579	18,950
- SIGNATURE AMERICA FINANCIAL AND INS	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	3,074	36,883
- SOCAL COUNSELLING SERVICES (RNT) 74	700	0	0	0	0	0	0	0	0	0	0	0	700
- THE COUNTY OF ORANGE (ABR) 742-150	0	0	0	0	0	0	0	0	0	0	0	-10,096	-10,096
- THE COUNTY OF ORANGE (RNT) 742-150	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	9,802	10,096	117,915
4125-0000 Contra Revenue	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-45,830**	**-549,965**
- CITY OF LAGUNA HILLS (CON) 742-100	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-45,830	-549,965
4200-0000 CAM Revenue	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,378**	**17,044**	**208,200**
- AGATHA GLOBAL TECH (CAM) 742-304	256	256	256	256	256	0	0	0	0	0	0	0	1,282
- AGATHA GLOBAL TECH (CAM) 742-304	0	0	0	0	0	256	256	256	256	256	256	256	1,795
- CARNO LAW GROUP (CAM) 742-260	299	299	299	299	299	299	299	299	299	299	299	0	3,286

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
- CARNO LAW GROUP (CAM) 742-260	0	0	0	0	0	0	0	0	0	0	0	299	299
- CAROLYN BEHRENS (CAM) 742-330	334	334	334	334	334	334	334	334	334	334	334	0	3,675
- CITY OF LAGUNA HILLS (CAM) 742-100	14,354	14,354	14,354	14,354	14,354	14,354	14,354	14,354	14,354	14,354	14,354	14,354	172,246
- DR. KOOROSH HOSN DDS (CAM) 742-230	467	467	467	467	467	467	467	467	467	467	467	467	5,605
- LEWELLEN ACCOUNTANCY CORP. (CAM) 7	837	837	837	837	0	0	0	0	0	0	0	0	3,347
- LEWELLEN ACCOUNTANCY CORP. (CAM) 7	0	0	0	0	837	837	837	837	837	837	837	837	6,694
- NYA LLC (CAM) 742-210	831	831	831	831	831	831	831	831	831	831	831	831	9,971
4205-0000 Contra CAM	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-14,354**	**-172,246**
- CITY OF LAGUNA HILLS (CCA) 742-100	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-14,354	-172,246
TOTAL INCOME	**71,073**	**70,373**	**72,537**	**72,537**	**67,147**	**73,082**	**73,082**	**73,251**	**77,192**	**77,192**	**77,192**	**64,999**	**869,658**
DIRECT EXPENSES													
BLDG OPERATING EXPENSE													
TOTAL BLDG OPERATING EXPENSE	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
SECURITY													
5119-0000 Security-Contracted	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**145**	**1,740**
5121-0000 Security-Fire Alarms	**255**	**0**	**0**	**255**	**0**	**0**	**255**	**0**	**0**	**1,530**	**0**	**0**	**2,295**
742 - Fire Alarm Monitoring Service	255	0	0	255	0	0	255	0	0	1,530	0	0	2,295
TOTAL SECURITY	**400**	**145**	**145**	**400**	**145**	**145**	**400**	**145**	**145**	**1,675**	**145**	**145**	**4,035**
CLEANING													
5130-0000 Cleaning Contract-Janitor	**5,948**	**5,948**	**6,057**	**6,057**	**6,057**	**6,057**	**6,057**	**6,057**	**6,251**	**6,251**	**6,251**	**6,151**	**73,142**
5150-0000 Add'l Cleaning-DayPorter	**4,580**	**4,580**	**4,580**	**4,580**	**4,580**	**4,780**	**4,580**	**4,580**	**4,580**	**4,580**	**4,580**	**4,580**	**55,160**
5160-0000 Cleaning Supplies	**957**	**961**	**979**	**979**	**979**	**979**	**979**	**979**	**1,010**	**1,010**	**1,010**	**994**	**11,816**
5180-0000 Window Cleaning	**0**	**0**	**3,280**	**0**	**1,415**	**0**	**0**	**0**	**0**	**0**	**2,630**	**0**	**7,325**
742 - Annual Interior Cleaning Service	0	0	0	0	0	0	0	0	0	0	1,215	0	1,215
742 - Bi-annual Exterior Cleaning Service	0	0	0	0	1,415	0	0	0	0	0	1,415	0	2,830
742 - Building Wash w/ Drone Soft Wash	0	0	3,280	0	0	0	0	0	0	0	0	0	3,280
TOTAL CLEANING	**11,485**	**11,489**	**14,896**	**11,616**	**13,031**	**11,816**	**11,616**	**11,616**	**11,841**	**11,841**	**14,471**	**11,725**	**147,443**
MANAGEMENT FEES													
5305-0000 Mgmt Fee-Agent	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**57,768**
- BF Management Fees	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	4,814	57,768

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
TOTAL MANAGEMENT FEES	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**4,814**	**57,768**
HVAC													
5410-0000 HVAC Contract Services	**125**	**4,150**	**125**	**125**	**4,352**	**125**	**125**	**4,352**	**125**	**125**	**4,352**	**125**	**18,206**
742 - DSL for EMS	125	125	125	125	125	125	125	125	125	125	125	125	1,500
742 - HVAC Preventative Maintenance	0	4,025	0	0	4,227	0	0	4,227	0	0	4,227	0	16,706
5415-0000 HVAC Repair/Maint	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**24,000**
TOTAL HVAC	**2,125**	**6,150**	**2,125**	**2,125**	**6,352**	**2,125**	**2,125**	**6,352**	**2,125**	**2,125**	**6,352**	**2,125**	**42,206**
ELEVATOR													
5435-0000 Elevator Contract Service	**1,981**	**0**	**0**	**2,431**	**0**	**0**	**1,981**	**0**	**0**	**1,981**	**0**	**0**	**8,374**
742 - Annual Permit	0	0	0	450	0	0	0	0	0	0	0	0	450
742 - Elevator Preventative Maintenance	1,981	0	0	1,981	0	0	1,981	0	0	1,981	0	0	7,924
5440-0000 Elevator Repair/Maint	**0**	**500**	**3,000**	**0**	**0**	**0**	**0**	**500**	**0**	**0**	**0**	**0**	**4,000**
742 - Annual Testing for State # 134183	0	0	3,000	0	0	0	0	0	0	0	0	0	3,000
742 - Contingency Repair	0	500	0	0	0	0	0	500	0	0	0	0	1,000
TOTAL ELEVATOR	**1,981**	**500**	**3,000**	**2,431**	**0**	**0**	**1,981**	**500**	**0**	**1,981**	**0**	**0**	**12,374**
REPAIRS AND MAINTENANCE													
5445-0000 Roof/Solar/Waterproofing	**0**	**0**	**0**	**0**	**0**	**1,000**	**3,200**	**1,000**	**0**	**0**	**0**	**0**	**5,200**
742 - Annual Roof Gutter | Maintenance	0	0	0	0	0	0	2,200	0	0	0	0	0	2,200
742 - Contingency Roof Repair	0	0	0	0	0	1,000	1,000	1,000	0	0	0	0	3,000
5448-0000 Fire, Life, Safety	**0**	**0**	**1,400**	**0**	**0**	**0**	**300**	**0**	**0**	**0**	**5,050**	**0**	**6,750**
742 - Annual Fire Extinguisher Inspection	0	0	450	0	0	0	0	0	0	0	0	0	450
742 - Annual Fire Sprinkler Testing	0	0	0	0	0	0	0	0	0	0	750	0	750
742 - Contingency Fire Extinguisher Replaceme	0	0	650	0	0	0	0	0	0	0	0	0	650
742 - Contingency Sprinkler Deficiency Repair	0	0	0	0	0	0	0	0	0	0	4,000	0	4,000
742 - Tri-annual Fire Sprinkler Maintenance	0	0	300	0	0	0	300	0	0	0	300	0	900
5450-0000 Painting	**150**	**0**	**0**	**150**	**0**	**0**	**150**	**0**	**0**	**150**	**0**	**0**	**600**
5460-0000 Plumbing Repairs/Supplies	**2,100**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**13,100**
742 - Annual Hydro-Jetting Mainlines	1,100	0	0	0	0	0	0	0	0	0	0	0	1,100
742 - Contingency Repair	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
5465-0000 Electrical Repair/Maint	**0**	**1,500**	**0**	**0**	**1,500**	**0**	**0**	**1,500**	**0**	**0**	**1,500**	**0**	**6,000**
742 - LED Upgrade | Replacement Contingency	0	1,500	0	0	1,500	0	0	1,500	0	0	1,500	0	6,000
5475-0000 Doors & Locks	**0**	**400**	**0**	**0**	**400**	**0**	**0**	**400**	**0**	**0**	**400**	**0**	**1,600**

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
742 - Door | Lock Repair Contingency	0	400	0	0	400	0	0	400	0	0	400	0	1,600
5480-0000 Sign Repair/Maint	**0**	**100**	**0**	**0**	**100**	**0**	**0**	**100**	**0**	**0**	**100**	**0**	**400**
742 - Signage Replacement Contingency	0	100	0	0	100	0	0	100	0	0	100	0	400
5485-0000 Floor & Carpet Rpr/Maint	**1,325**	**6,725**	**0**	**1,325**	**0**	**0**	**1,325**	**0**	**0**	**1,325**	**0**	**0**	**12,025**
742 - Annual Stone Cleaning Service	0	6,725	0	0	0	0	0	0	0	0	0	0	6,725
742 - Common Area Carpet Cleaning Service	1,325	0	0	1,325	0	0	1,325	0	0	1,325	0	0	5,300
5486-0000 Seasonal Expense	**0**	**0**	**0**	**0**	**2,450**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,450**
742 - Holiday Decorative Installation	0	0	0	0	2,450	0	0	0	0	0	0	0	2,450
5490-0000 Pest Control	**95**	**95**	**95**	**95**	**95**	**95**	**95**	**95**	**95**	**1,595**	**95**	**95**	**2,640**
742 - Pest Control Service	95	95	95	95	95	95	95	95	95	95	95	95	1,140
742 - Termite Spot Treatment Contingency	0	0	0	0	0	0	0	0	0	1,500	0	0	1,500
5491-0000 Misc Repair/Maint	**1,000**	**2,291**	**1,000**	**1,000**	**2,291**	**1,000**	**1,000**	**2,291**	**1,000**	**1,000**	**2,291**	**1,000**	**17,164**
742 - Common Area Wood Restoration	0	1,291	0	0	1,291	0	0	1,291	0	0	1,291	0	5,164
742 - General Repair and Maintenance Service	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
TOTAL REPAIRS & MAINTENANCE	**4,670**	**12,111**	**3,495**	**3,570**	**7,836**	**3,095**	**7,070**	**6,386**	**2,095**	**5,070**	**10,436**	**2,095**	**67,929**
UTILITIES													
5499-0000 Electricity-General	**17,082**	**21,908**	**25,353**	**27,119**	**5,492**	**12,637**	**11,781**	**11,300**	**15,039**	**13,807**	**12,963**	**8,515**	**182,996**
5500-0000 Gas	**86**	**17**	**21**	**92**	**118**	**259**	**294**	**265**	**120**	**116**	**151**	**107**	**1,646**
5502-0000 Water & Sewer	**2,620**	**5,378**	**4,584**	**3,627**	**1,205**	**2,295**	**1,926**	**1,583**	**1,951**	**2,027**	**1,200**	**1,419**	**29,815**
5504-0000 Property Telephone	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**150**	**1,800**
TOTAL UTILITIES	**19,938**	**27,452**	**30,108**	**30,988**	**6,966**	**15,341**	**14,151**	**13,298**	**17,260**	**16,100**	**14,464**	**10,191**	**216,257**
PARKING LOT													
5510-0000 Pkg Lot-Lighting	**500**	**0**	**0**	**500**	**0**	**0**	**500**	**0**	**0**	**500**	**0**	**0**	**2,000**
742 - Contingency Repair	500	0	0	500	0	0	500	0	0	500	0	0	2,000
5525-0000 Pkg Lot-Sweeping	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**340**	**4,080**
TOTAL PARKING LOT	**840**	**340**	**340**	**840**	**340**	**340**	**840**	**340**	**340**	**840**	**340**	**340**	**6,080**
LANDSCAPING													
5560-0000 Landscaping Contract	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**2,600**	**31,200**
5562-0000 Landscaping-Interior	**420**	**420**	**420**	**420**	**420**	**720**	**420**	**420**	**420**	**420**	**420**	**420**	**5,340**
742 - (15) Poinsettias Holiday Installation	0	0	0	0	0	300	0	0	0	0	0	0	300
742 - Monthly Interior Plant Services	420	420	420	420	420	420	420	420	420	420	420	420	5,040
5565-0000 Fountain Maintenance	**275**	**275**	**775**	**275**	**1,475**	**275**	**275**	**775**	**275**	**275**	**275**	**275**	**5,500**

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
742 - Contingency Repairs	0	0	500	0	0	0	0	500	0	0	0	0	1,000
742 - Deep Cleaning and Sealing Service	0	0	0	0	1,200	0	0	0	0	0	0	0	1,200
742 - Monthly Maintenance Services	275	275	275	275	275	275	275	275	275	275	275	275	3,300
TOTAL LANDSCAPE	**3,295**	**3,295**	**3,795**	**3,295**	**4,495**	**3,595**	**3,295**	**3,795**	**3,295**	**3,295**	**3,295**	**3,295**	**42,040**
INSURANCE													
5805-0000 Insurance	**0**	**0**	**0**	**130,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**130,000**
TOTAL INSURANCE	**0**	**0**	**0**	**130,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**130,000**
REAL ESTATE TAXES													
6205-0000 Real Estate Taxes	**0**	**0**	**0**	**0**	**9,561**	**0**	**0**	**0**	**9,561**	**0**	**0**	**0**	**19,122**
TOTAL REAL ESTATE TAXES	**0**	**0**	**0**	**0**	**9,561**	**0**	**0**	**0**	**9,561**	**0**	**0**	**0**	**19,122**
TOTAL DIRECT EXPENSE	**49,548**	**66,296**	**62,718**	**190,079**	**53,540**	**41,271**	**46,292**	**47,246**	**51,476**	**47,741**	**54,317**	**34,730**	**745,254**
NET OPERATING INCOME	**21,525**	**4,077**	**9,819**	**-117,542**	**13,607**	**31,811**	**26,789**	**26,005**	**25,716**	**29,451**	**22,876**	**30,269**	**124,404**
INDIRECT EXPENSES / INCOME													
7300-0000 Lease Commissions Exp	**0**	**0**	**223**	**0**	**0**	**1,464**	**0**	**912**	**0**	**0**	**0**	**507**	**3,106**
742 - Suite 220 | Lewellen Accountancy	0	0	0	0	0	1,464	0	0	0	0	0	507	1,971
742 - Suite 250A | John A. Rosenbaum	0	0	0	0	0	0	0	236	0	0	0	0	236
742 - Suite 250B | James R. Ferrara	0	0	0	0	0	0	0	203	0	0	0	0	203
742 - Suite 250C | Alan & Domarina	0	0	0	0	0	0	0	203	0	0	0	0	203
742 - Suite 250D | SOCAL Counselling	0	0	223	0	0	0	0	0	0	0	0	0	223
742 - Suite 250E | Alan Pace	0	0	0	0	0	0	0	270	0	0	0	0	270
7305-0000 Advertising & Promotion	**0**	**0**	**0**	**0**	**2,600**	**0**	**3,500**	**2,600**	**0**	**0**	**0**	**0**	**8,700**
742 - Christmas Party Event	0	0	0	0	0	0	3,500	0	0	0	0	0	3,500
742 - Palm Tree Holiday Decor Lighting	0	0	0	0	2,600	0	0	2,600	0	0	0	0	5,200
7310-0000 Legal Fees	**250**	**0**	**0**	**250**	**0**	**0**	**250**	**0**	**0**	**250**	**0**	**0**	**1,000**
742 - Contingency Legal Counsel Review	250	0	0	250	0	0	250	0	0	250	0	0	1,000
7320-0000 Admin & Professional Exp.	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**50**	**600**
7326-0000 Environmental Expense	**0**	**0**	**700**	**0**	**0**	**0**	**0**	**0**	**1,275**	**0**	**0**	**0**	**1,975**

	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Total
742 - Annual Environmental Inspection	0	0	700	0	0	0	0	0	0	0	0	0	700
742 - Annual Utility Compliance Reporting	0	0	0	0	0	0	0	0	1,275	0	0	0	1,275
7330-0000 Tenant Space Refurb	**0**	**500**	**0**	**0**	**500**	**0**	**0**	**500**	**0**	**0**	**500**	**0**	**2,000**
742 - Minor Repair Contingency	0	500	0	0	500	0	0	500	0	0	500	0	2,000
7333-0000 Repairs & Maint- Indirect	**420**	**1,711**	**4,420**	**420**	**5,001**	**4,420**	**4,420**	**1,711**	**4,420**	**1,235**	**1,711**	**4,420**	**34,309**
742 - Annual Camera Maintenance Service	0	0	0	0	0	0	4,000	0	0	0	0	0	4,000
742 - Bi-Annual Service and Inspection	0	0	0	0	815	0	0	0	0	815	0	0	1,630
742 - City's Contingency Repair/Maintenance	0	0	4,000	0	0	4,000	0	0	4,000	0	0	4,000	16,000
742 - City's Wood Restoration Service	0	1,291	0	0	1,291	0	0	1,291	0	0	1,291	0	5,164
742 - Generator Battery Replacement	0	0	0	0	1,475	0	0	0	0	0	0	0	1,475
742 - Generator Load Bank Test	0	0	0	0	1,000	0	0	0	0	0	0	0	1,000
742 - SSD Access Control System	420	420	420	420	420	420	420	420	420	420	420	420	5,040
TOTAL INDIRECT EXPENSES / INCOME	**720**	**2,261**	**5,393**	**720**	**8,151**	**5,934**	**8,220**	**5,773**	**5,745**	**1,535**	**2,261**	**4,977**	**51,690**
NET INCOME	**20,805**	**1,816**	**4,426**	**-118,262**	**5,456**	**25,877**	**18,569**	**20,232**	**19,971**	**27,916**	**20,615**	**25,292**	**72,714**
OTHER SOURCES AND USE OF CASH													
1230-0000 Capital Improvements	**18,000**	**87,000**	**0**	**18,000**	**0**	**0**	**18,000**	**0**	**47,400**	**18,000**	**0**	**0**	**206,400**
742 - (4) WHSP Unit Contingency Replacement	18,000	0	0	18,000	0	0	18,000	0	0	18,000	0	0	72,000
742 - Section E New Roof Underlayment	0	0	0	0	0	0	0	0	47,400	0	0	0	47,400
742 - Termite Fumigation Project	0	87,000	0	0	0	0	0	0	0	0	0	0	87,000
1260-0000 Lease Commissions	**0**	**0**	**12,358**	**0**	**0**	**1,467**	**0**	**0**	**7,348**	**0**	**0**	**6,376**	**27,549**
742 - Suite 200 | Prospect 1	0	0	0	0	0	0	0	0	4,259	0	0	0	4,259
742 - Suite 201 | Senate Rule Committee	0	0	0	0	0	0	0	0	3,089	0	0	0	3,089
742 - Suite 260 | Carno Law Group	0	0	0	0	0	0	0	0	0	0	0	6,376	6,376
742 - Suite 304 | Agatha Global Tech.	0	0	0	0	0	1,467	0	0	0	0	0	0	1,467
742 - Suite 310 | Prospect 2	0	0	12,358	0	0	0	0	0	0	0	0	0	12,358
TOTAL OTHER SOURCES AND USE OF CASH	**18,000**	**87,000**	**12,358**	**18,000**	**0**	**1,467**	**18,000**	**0**	**54,748**	**18,000**	**0**	**6,376**	**233,949**
NET CASHFLOW	**2,805**	**-85,184**	**-7,932**	**-136,262**	**5,456**	**24,410**	**569**	**20,232**	**-34,777**	**9,916**	**20,615**	**18,916**	**-161,235**

| | | |

Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/26	Rent Start 08/26	Lease Expires 09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Projected Total	Avg. PSF
Total Rent For Lease				5,635.20	5,635.20	5,635.20	5,635.20	5,635.20	5,635.20	5,635.20	5,804.26	5,804.26	5,804.26	5,804.26	5,804.26	68,467.70	29.160
742	**207**	Available	0														
742	**210**	NYA LLC			7/1/2019	6/30/2029											
	Effective -7/1/2026		1,987														
CAM	Common Area Maintenance			830.95	830.95	830.95	830.95	830.95	830.95	830.95	830.95	830.95	830.95	830.95	830.95	9,971.40	5.018
RNT	Base Rent			5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	5,417.58	65,010.96	32.718
Total Rent For Lease				6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	6,248.53	74,982.36	37.736
742	**210A**	Available	0														
742	**220**	LEWELLEN ACCOUNTANCY C			10/1/2013	10/31/2026											
	Effective -7/1/2026		1,855														
CAM	Common Area Maintenance			836.73	836.73	836.73	836.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,346.92	1.804
RNT	Base Rent			4,740.05	4,740.05	4,740.05	4,740.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,960.20	10.221
Total Rent For Lease				5,576.78	5,576.78	5,576.78	5,576.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,307.12	12.025
742	**220**	LEWELLEN ACCOUNTANCY C			11/1/2026	10/31/2027											
	Effective -7/1/2026		1,855														
CAM	Common Area Maintenance			0.00	0.00	0.00	0.00	836.73	836.73	836.73	836.73	836.73	836.73	836.73	836.73	6,693.84	3.609
RNT	Base Rent			0.00	0.00	0.00	0.00	4,882.72	4,882.72	4,882.72	4,882.72	4,882.72	4,882.72	4,882.72	4,882.72	39,061.76	21.058
Total Rent For Lease				0.00	0.00	0.00	0.00	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	45,755.60	24.666
Total Rent for Suite				5,576.78	5,576.78	5,576.78	5,576.78	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	5,719.45	68,062.72	36.691
742	**230**	DR. KOOROSH HOSN DDS			3/1/2000	7/31/2028											
	Effective -7/1/2026		1,098														
CAM	Common Area Maintenance			467.07	467.07	467.07	467.07	467.07	467.07	467.07	467.07	467.07	467.07	467.07	467.07	5,604.84	5.105
RNT	Base Rent			3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,831.00	3,945.94	46,086.94	41.974
Total Rent For Lease				4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,298.07	4,413.01	51,691.78	47.078
742	**24035**	Available	0														
742	**250**	Available	0														
742	**250A**	JOHN A ROSENBAUM			9/1/2022	12/31/2025											
	Effective -7/1/2026		205														
RNT	Base Rent			740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00	43.317
Total Rent For Lease				740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00	43.317
742	**250B**	JAMES P FERRARA			9/1/2022	12/31/2025											
	Effective -7/1/2026		155														
RNT	Base Rent			637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	7,644.00	49.316
Total Rent For Lease				637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	637.00	7,644.00	49.316
742	**250C**	ALAN & DOMARINA PACE			9/1/2022	12/31/2025											
	Effective -7/1/2026		140														
RNT	Base Rent			637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	7,648.32	54.631
Total Rent For Lease				637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	637.36	7,648.32	54.631

Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/26	Rent Start 08/26	Lease Expires 09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Projected Total	Avg. PSF
742	**250D**	SOCAL COUNSELLING SERVI(			7/1/2024	7/31/2026											
	Effective -7/1/2026		205														
RNT	Base Rent			700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	3.415
Total Rent For Lease				700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	3.415
742	**250E**	ALAN PACE			9/1/2022	12/31/2025											
	Effective -7/1/2026		295														
RNT	Base Rent			847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	10,172.88	34.484
Total Rent For Lease				847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	847.74	10,172.88	34.484
742	**255**	KAPRI, INC.			7/1/2025	6/30/2030											
	Effective -7/1/2026		566														
RNT	Base Rent			1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	16,789.80	29.664
Total Rent For Lease				1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	1,399.15	16,789.80	29.664
742	**260**	CARNO LAW GROUP			3/1/2019	5/31/2027											
	Effective -7/1/2026		3,028														
CAM	Common Area Maintenance			298.77	298.77	298.77	298.77	298.77	298.77	298.77	298.77	298.77	298.77	298.77	0.00	3,286.47	1.085
RNT	Base Rent			6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	6,877.68	0.00	75,654.48	24.985
Total Rent For Lease				7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	0.00	78,940.95	26.070
742	**260**	CARNO LAW GROUP			6/1/2027	5/31/2030											
	Effective -7/1/2026		3,028														
CAM	Common Area Maintenance			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.77	298.77	0.099
RNT	Base Rent			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,811.54	6,811.54	2.250
Total Rent For Lease				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,110.31	7,110.31	2.348
Total Rent for Suite				7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,176.45	7,110.31	86,051.26	28.419
742	**300**	SERENITY ESCROW, INC.			5/1/2025	4/30/2026											
	Effective -7/1/2026		672														
RNT	Base Rent			1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	18,950.40	28.200
Total Rent For Lease				1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	1,579.20	18,950.40	28.200
742	**301**	FAY BLIX			9/1/2012	10/31/2029											
	Effective -7/1/2026		2,312														
ABR	Abated Rent			0.00	0.00	0.00	0.00	-5,886.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,886.72	-2.546
RNT	Base Rent			5,715.26	5,715.26	5,715.26	5,715.26	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	69,954.80	30.257
Total Rent For Lease				5,715.26	5,715.26	5,715.26	5,715.26	0.00	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	5,886.72	64,068.08	27.711
742	**304**	AGATHA GLOBAL TECH			12/1/2017	11/30/2026											
	Effective -7/1/2026		614														
CAM	Common Area Maintenance			256.39	256.39	256.39	256.39	256.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,281.95	2.088
RNT	Base Rent			1,582.88	1,582.88	1,582.88	1,582.88	1,582.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,914.40	12.890
Total Rent For Lease				1,839.27	1,839.27	1,839.27	1,839.27	1,839.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,196.35	14.978
742	**304**	AGATHA GLOBAL TECH			12/1/2026	11/30/2029											
	Effective -7/1/2026		614														
CAM	Common Area Maintenance			0.00	0.00	0.00	0.00	0.00	256.39	256.39	256.39	256.39	256.39	256.39	256.39	1,794.73	2.923

Bldg	Suite	Area Effective	Rentable Sq. Ft.	07/26	Rent Start 08/26	Lease Expires 09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27	Projected Total	Avg. PSF
RNT	Base Rent			0.00	0.00	0.00	0.00	0.00	1,630.37	1,630.37	1,630.37	1,630.37	1,630.37	1,630.37	1,630.37	11,412.59	18.587
Total Rent For Lease				0.00	0.00	0.00	0.00	0.00	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	13,207.32	21.510
Total Rent for Suite				1,839.27	1,839.27	1,839.27	1,839.27	1,839.27	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	1,886.76	22,403.67	36.488
742	**310**	Prospect 2			9/1/2026	8/31/2029											
	Effective -7/1/2026		883														
RNT	Base Rent			0.00	0.00	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	21,633.50	24.500
Total Rent For Lease				0.00	0.00	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	2,163.35	21,633.50	24.500
742	**320**	SIGNATURE AMERICA FINANC			7/1/2025	6/30/2030											
	Effective -7/1/2026		1,218														
RNT	Base Rent			3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	36,883.44	30.282
Total Rent For Lease				3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	3,073.62	36,883.44	30.282
742	**320A**	Available	0														
742	**320B**	Available	0														
742	**320C**	Available	0														
742	**320D**	Available	0														
742	**330**	CAROLYN BEHRENS			6/1/2017	5/31/2027											
	Effective -7/1/2026		800														
CAM	Common Area Maintenance			334.06	334.06	334.06	334.06	334.06	334.06	334.06	334.06	334.06	334.06	334.06	0.00	3,674.66	4.593
RNT	Base Rent			2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	2,105.75	0.00	23,163.25	28.954
Total Rent For Lease				2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	2,439.81	0.00	26,837.91	33.547
742	**ECA**	Available	905														

Yearly Rent Recap

ABR	Abated Rent	0.00	0.00	0.00	0.00	-5,886.72	0.00	0.00	0.00	0.00	0.00	0.00	-10,095.77	-15,982.49
CAM	Common Area Maintenance	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,377.80	17,043.74	208,199.54
CCA	Contra CAM	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-14,353.83	-172,245.96
CON	Contra Revenue	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-45,830.40	-549,964.80
RNT	Base Rent	113,879.89	113,179.89	115,343.24	115,343.24	115,840.51	115,888.00	115,888.00	116,057.06	119,998.64	119,998.64	119,998.64	118,235.74	1,399,651.49
Total Rent For Year		71,073.46	70,373.46	72,536.81	72,536.81	67,147.36	73,081.57	73,081.57	73,250.63	77,192.21	77,192.21	77,192.21	64,999.48	869,657.78

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
REVENUE ASSUMPTIONS

	TENANT NAME	SUITE	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	INC RATE PSF	MTHLY INCREASE AMOUNT	T.I.'S PSF	T.I. $$	COMM %	COMM $$
RENEWALS/EXPIRATIONS - CURRENT YEAR COST CARRY OVERS																	
1								$0.00		0.00	0.00	0.00	$0.00		$0.00	$0	2.5%	$0
2								$0.00		0.00	0.00	0.00	$0.00		$0.00	$0	2.5%	$0
	TOTALS		**0**													**$0**		**$0**

	TENANT NAME	SUITE	SQ FT	LEASE TERM	LEASE START DATE	LEASE END DATE	FREE RENT	BASE RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. $$	COMM %	COMM $$
VACANT LEASE-UP ASSUMPTIONS - BUDGET YEAR															
1	VACANT	200	1,568	5	3/1/2027	5/31/2032	3	$3,841.60	$0.00	$2.45	$2.45	$0.00	$0	6.0%	$4,259
2	VACANT	310	883	3	9/1/2026	8/31/2029	0	$2,163.35	$0.00	$2.45	$2.45	$0.00	$0	6.0%	$12,358
3	Carolyn Beherns Vacate 5/31/27	330	880						$0.00			$0.00	$0	0.0%	$0
	TOTALS		**3,331**										**$0**		**$16,617**

	TENANT NAME	SUITE	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. $$	COMM %	COMM $$
TWO OR MORE YEAR RENEWALS/EXPIRATIONS - BUDGET YEAR															
1	Agatha Global Tech	304	614	$1,582.88	36	12/1/2026	11/30/2029	$1,630.37	$277.75	$2.66	$2.66	$0.00	$0	2.5%	$1,467
2	Senate Rules Committee	201	1,274	$3,332.57	36	3/1/2027	2/28/2030	$3,432.55	$0.00	$2.69	$2.69	$0.00	$0	2.5%	$3,089
3	Carno Law Group	260	3,028	$6,613.15	36	6/1/2027	5/31/2030	$6,811.54	$404.13	$2.25	$2.25	$0.00	$0	2.5%	$6,376
4			0					$0.00	$0.00	$0.00	$0.00	$0.00	$0	2.5%	$0
	TOTALS		**4,916**										**$0**		**$10,932**

	TENANT NAME	847	SQ FT	PREV. MONTHLY RENT	LEASE TERM	LEASE START DATE	LEASE END DATE	BASE RENT MONTHLY	FIXED CAM MONTHLY	NEW RATE PSF	EFF. RATE PSF	T.I.'S PSF	T.I. $$	COMM %	COMM $$
ONE YEAR RENEWALS/EXPIRATIONS - BUDGET YEAR															
1	James R. Ferrara	250B	155	$656.11	12	1/1/2027	12/31/2027	$675.79	$0.00	$4.36	$4.36	$0.00	$0	2.5%	$203
2	Alan & Domarina	250C	140	$656.48	12	1/1/2027	12/31/2027	$676.17	$0.00	$4.83	$4.83	$0.00	$0	2.5%	$203
3	John A. Rosenbaum	250A	205	$762.20	12	1/1/2027	12/31/2027	$785.07	$0.00	$3.83	$3.83	$0.00	$0	2.5%	$236
4	Alan Pace	250E	295	$873.17	12	1/1/2027	12/31/2027	$899.37	$0.00	$3.05	$3.05	$0.00	$0	2.5%	$270
5	SOCAL Counselling	250D	205	$721.00	12	8/1/2026	7/31/2027	$742.63	$0.00	$3.62	$3.62	$0.00	$0	2.5%	$223
6	Serenity Escrow	300	672	$1,642.37	12	5/1/2027	4/30/2028	$1,691.64	$0.00	$2.52	$2.52	$0.00	$0	2.5%	$507
7	Lewellen Accountant	220	1,855	$4,740.50	12	11/1/2026	10/31/2027	$4,882.72	$901.28	$2.63	$2.63	$0.00	$0	2.5%	$1,465
	TOTALS		**3,527**										**$0**		**$3,106**
	ONE YEAR TI & LC TOTALS												**$0**		**$3,106**
	TWO OR MORE YEAR TI & LC TOTAL												**$0**		**$27,549**

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
EXPENSE ASSUMPTIONS

* *Blue indicates areas where data is entered.*

	CATEGORY	CURRENT VENDOR	COMMENTS				RECURRING	ANNUAL
	SECURITY							
5119	Security - Contracted	SSD Security	Portion of the SSD Security system monitoring and Maintenance Contract $145/Mo				$145 Mo.	$1,740
5121	Security - Fire Alarms	Fire Safety First	1) Fire Alarm Monitoring $255/billed quarterly (Jul/Oct/Jan/Apr). 2) Annual Fire Alarm testing $1,275/April.				$2,295 Yr.	$2,295
	Total Security							**$4,035**
	CLEANING							
					$ /psf/mo	Avg Occ		
5130	Cleaning Contract	ABM	New amount per minimum wage increase in July-June rate will be $0.1238 per occupied sf.		$0.000	95.8%	$73,142 Yr.	$73,142
				Hrly Rate	Hrs/day	Days/wk	(52 weeks/12)	
5150	Additional Cleaning	Merchants	1) Contract amount for day porter from July to June, $4,580. An additional payment of $200 in December for the holiday bonus.	$25.00	8.0	5.0	$4,580 Yr.	$55,160
					$ /psf/mo	Avg Occ		
5160	Cleaning Supply	ABM	Contract to be billed based on usage. Estimate of $981/mo based on .020 psf for budget purposes.		$0.020	95.8%	$11,816 Yr.	$11,816
5180	Window Cleaning	Rolling Suds	1) Annual Interior Window Cleaning $1,215/May 27' 2) Semi-Annual Exterior Window Cleaning w/ Boom Lift $1,415/November 26' and May 27'. 3) Building Wash with Drone Soft Wash, $3,280				$7,325 Yr.	$7,325
	Total Cleaning							**$147,443**
	MANAGEMENT							
					Fee %	Minimum		
5305	Management Fee	Essex Realty Mgmt	3.75% of gross rev. w/min. of $2,300/mo.		3.75%	4,814	Yr.	$57,768
				Note: Fee calculated in Foresight **				$57,768

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
EXPENSE ASSUMPTIONS

* *Blue indicates areas where data is entered.*

	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
	HVAC				
5410	HVAC Contract Services	Ontario Refrigeration/ Cox Communications	1) Contract amount of $4,025 in August; $4,227 (Nov/Feb/May); including chemical treatments and annual condenser coil cleaning. 2) DSL line for EMS systems $125/per mo	$18,206 Yr	$18,206
5415	HVAC Repairs & Maint.	Ontario Refrigeration	1) 2,000 budgeted monthly as a contingency for repairs and addl. Maintenance.	$24,000 Yr	$24,000
	Total HVAC				**$42,206**
	ELEVATOR				
5435	Elevator Contract Svcs.	Amtech/AT&T	1) Contract coverage: $1,981/qtr. Duration: 5 years with 3.5% increase annually. 2) Permits $450 annually, October.	$8,374 Yr.	$8,374
5440	Elevator Repair/Maint.	Amtech	Contingency for repairs $500/bi-annual. for any incidental overtime calls. Annual testing on both elevators, state#134183, $3,000, September; 5-year load test is due in 2028; last service performed 04/23.	$4,000 Yr.	$4,000
	Total Elevator				**$12,374**
	REPAIR & MAINTENANCE				
5445	Waterproofing & Roofing	Ramon Total Roofing	1) Contract amount of $2,200/Ann'l (January) for gutter & roof cleaning. 2) Contingency for roofing repairs. $1,000 (Dec. Jan, and February).	$5,200 Yr.	$5,200
5448	Fire, Life, Safety - Fire Extinguisher Service	Fire Safety First	1) Annual Fire extinguishers service $450, including 6-year maintenance service and hydrostatic testing in September. 2) Contingency for the fire extinguisher replacement, $650. 3) (3) Fire Sprinkler Maintenance, $300 ea. quarter; Plus, one annual fire sprinkler test, $750. 4) Contingency for Sprinkler Deficiency Repairs $4,000 in May after the annual test (title 19, 5-year due date in 2028).	$6,750 Yr.	$6,750
5450	Painting - Maintenance	Jamey Clark, Inc.	Contingency for touch-up painting $150/Quarterly.	$600 Yr.	$600
5460	Plumbing Repairs/Supplies	Santa Margarita Plumbing	Contingency for repairs $1,000/Mo. Due to sewer pipe leaks/blockages. Annual Hydro-Jetting Mainlines, $1,100 in July.	$13,100 Yr.	$13,100
5465	Electrical Repairs & Maint	RJ Electric	Contingency for electrical repairs: $1,500 per quarter (LED Upgrade | Replacement Contingency).	$1,500 Qtr	$6,000
5475	Doors & Locks	Control Key Systems | Aames Lock	Contingency for repairs $400/Qtr	$1,600 Yr.	$1,600

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
EXPENSE ASSUMPTIONS

* *Blue indicates areas where data is entered.*

	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
5480	Signs Repair & Maint.	Stone Imagery	Contingency for building/parking signage $100/Qtrly	$400 Yr.	$400
5485	Flooring Repairs & Maint.	MasterCare	1) $6,725 Annual cleaning/sealing of stone flooring throughout the lobby, 1st-2nd FL, and City Planning Dept. (6) restrooms including stair polishing. 3) $1,325/4x's per year (Jul, Oct, Jan, Apr) for corridor carpet cleaning.	$12,025 Yr.	$12,025
5486	Seasonal Expense	Splendid Events	Holiday interior décor install in Nov. $2,450 including removal.	$2,450	$2,450
5490	Pest Control	Prestige Pest Management | Rentokil	Monthly contract amount of $95/mo.; termite spot treatment contingency, $1,500	$2,640 Yr.	$2,640
5491	Misc. Repairs & Maint.	Stoddard's Restoration | Jamey Clark, Inc.	1) $1,291/qtr (Aug, Nov, Feb, May), for common area wood restoration maintenance service. 2) $1,000/month budgeted as contingency.	$17,164 Yr.	$17,164
5495	Onsite Maint.		Omitted Indefinitely	$0 Mo.	$0
	Total R & M				**$67,929**
	UTILITIES				
5499	Electricity - General	Southern California Edison	Based on prior year averages. July - Oct $22,865 and Nov-June $11,442	$182,996 Yr.	$182,996
5500	Gas	Southern Cal. Gas Co.	Based on the prior year average. $52/mo. July-Nov, and $198/mo Dec-Jun	$1,646 Yr.	$1,646
5502	Water & Sewer	El Toro Water Dist.	Budgeted decrease due to El Toro Water district adjusting our usage square footage.	$29,815 Yr.	$29,815
5503	Refuse Removal	N/A	Building does not pay due to public entity.	$0 Mo.	$0
5504	Telephone	AT&T	1) $150/mo for phone lines (458-7292, 458-7929). (583-7765).	$150 Mo.	$1,800
	Total Utilities				**$216,257**
	PARKING LOT				
5510	Pkg Lot - Lighting	RJ Electric	Contingency for repairs $500/Qtr. (All LED)	$2,000 Yr.	$2,000
5525	Pkg Lot - Sweeping	TSCM	Monthly contract amount of $340/mo.	$4,080 Mo.	$4,080
	Total Parking Lot				**$6,080**

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
EXPENSE ASSUMPTIONS

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	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
	LANDSCAPING				
5560	Landscaping - Exterior	DMS Landscape	Service being performed by the City	$2,600 Mo.	$31,200
5561	Landscaping - Other	DMS Landscape	Service being performed by the City	$0 Yr.	$0
5562	Landscaping - Interior	Living Interior	1) Monthly contract amount of $420 2) Poinsettias for bldg. Dec. $300	$5,340 Mo.	$5,340
5565	Fountain Maintenance	Aquatico	1) Monthly contract amount of $275/Mo. 2) Deep Cleaning and Sealing Service, $1,200 3) Contingency for repairs $1,000	$5,500 Yr.	$5,500
	Total Landscaping				**$42,040**
	INSURANCE				
5805	Insurance - Property	CJPIA	Liability, Property, and Earthquake with Admin fee included; City will join California Joint Powers Insurance Authority effective July 1, 2023, resulting in savings. Payment will be made by November.	$130,000 Yr.	$130,000
				$0 Yr.	$0
	Total Insurance				**$130,000**
	TAXES				

		Parcel number	Address of Parcel	Assessed Value	Tax Rate		
			Based on 25/26 Actuals, $18,747	0	2.00%	$19,122 Ann.	$19,122
				0	0.00%	$0	$0
6205	Real Estate Taxes			0	0.00%	$19,122 Ann.	$19,122
	Total Taxes						**$19,122**
	TOTAL OPERATING EXPENSES						**$745,254**

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
EXPENSE ASSUMPTIONS

* *Blue indicates areas where data is entered.*

	CATEGORY	CURRENT VENDOR	COMMENTS	RECURRING	ANNUAL
	INDIRECT OPERATING EXPENSES				
7300	Lease Commission Exp.	City of Laguna Hills	1-Year Lease Renewal	$3,106 Yr.	$3,106
7305	Advertising & Promotion	City of Laguna Hills	1) Tenant Appreciation - Christmas Party (including catering, music, and entertainment), $3,500. 2) Palm tree holiday décor lighting the remaining half in Nov. $2,600 and the other half deposit in Feb. $2,600.	$8,700 Yr.	$8,700
7310	Legal Fees		Contingency for legal council review $250/Quarterly.	$250 Qtr.	$1,000
7320	Admin & Professional Exp		1) Contingency amount $50/Mo.	$50 Yr.	$600
7326	Environmental Expense	County of Orange | Environmental Save	Annual Env. Inspection, paid in September, $700; 2026 annual utility compliance in March, $1,275	$1,975 Yr.	$1,975
7330	Tenant Space Refurb		Contingency for minor tenant suite repairs, $500/Quarterly.	$500 Qtr.	$2,000
7333	Repairs & Maint. Indirect	Dixie Diesel SSD Alarm Millenium Alarm Systems Stoddards Restoration General Contractor for the City	Contract for generator maintenance. The generator only serves the City space. 1) Generator load bank test in Nov. $1,000. 2) Generator bi-annual service & inspection billed annually in April, $1,630 3) Generator battery replacement contingency, $1,475 4) SSD Access Control starting 07/25, $420 5) Annual Camera Maintenance Service, $4,000. 6) Wood restoration, city offices wood restoration maintenance service (Aug/Nov/Feb/May) $1,291/Qtr. 7) General R/M Service for the City's office, $4,000 per quarter.	$34,309 Yr.	$34,309
	TOTAL INDIRECT EXPENSES				**$51,690**
	CAPITAL				
1230	Capital Improvements	Item	Comments	Month	
1	Section E New Roof Underlayment		Section E New Roof Underlayment	March $47,400 Yr.	$47,400
2	(4) WHSP Unit Replacement		3-ton water heat source pump	July | Oct | January | April $18,000 Qtr	$72,000
3	Termite Fumigation		Termite Treatment fumigation	August $87,000 Yr.	$87,000
	Total Capital Improvements				**$206,400**
1240	Tenant Improvements	* Amounts from Revenue Assumption Worksheet *			$0.00
1260	Leasing Commissions	* Amounts from Revenue Assumption Worksheet *			**$27,549.01**

Occupancy Vacancy Report
742 - STD_Rev - 742
CITY OF LAGUNA HILLS
From 07/26 to 06/27

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
000	Vacant	552			552	552	552	552	552	552	552	552	552	552	552	552
100	CITY OF LAGUNA HILLS	21,033	7/1/2004	12/31/2099	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033
130	BANC OF CALIFORNIA	2,394	11/1/2015	10/31/2030	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394
150	THE COUNTY OF ORANGE	1,769	2/1/2006	5/31/2032	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769
160	THE COUNTY OF ORANGE	2,697	6/1/2022	5/31/2032	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697
200	Vacant	1,568			1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568	0	0	0	0
200	Prospect 1	1,568	3/1/2027	5/31/2032	0	0	0	0	0	0	0	0	1,568	1,568	1,568	1,568
201	SENATE RULES COMMITTEE	1,274	5/16/2015	2/28/2027	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	0	0	0	0
201	SENATE RULES COMMITTEE	1,274	3/1/2027	2/28/2030	0	0	0	0	0	0	0	0	1,274	1,274	1,274	1,274
203	PREMIER GROUP INTERNATIO	1,377	2/1/2019	4/30/2028	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377
205	LAYLA FIJANY, DDS MS CORP.,	2,348	4/21/2025	1/31/2036	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348
210	NYA LLC	1,987	7/1/2019	6/30/2029	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987
220	LEWELLEN ACCOUNTANCY CC	1,855	10/1/2013	10/31/2026	1,855	1,855	1,855	1,855	0	0	0	0	0	0	0	0
220	LEWELLEN ACCOUNTANCY CC	1,855	11/1/2026	10/31/2027	0	0	0	0	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855
230	DR. KOOROSH HOSN DDS	1,098	3/1/2000	7/31/2028	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098
250A	JOHN A ROSENBAUM	205	9/1/2022	6/30/2027	205	205	205	205	205	205	205	205	205	205	205	205
250B	JAMES P FERRARA	155	9/1/2022	6/30/2027	155	155	155	155	155	155	155	155	155	155	155	155
250C	ALAN & DOMARINA PACE	140	9/1/2022	6/30/2027	140	140	140	140	140	140	140	140	140	140	140	140
250D	Vacant	205			0	205	205	205	205	205	205	205	205	205	205	205
250D	SOCAL COUNSELLING SERVIC	205	7/1/2024	7/31/2026	205	0	0	0	0	0	0	0	0	0	0	0
250E	ALAN PACE	295	9/1/2022	6/30/2027	295	295	295	295	295	295	295	295	295	295	295	295
255	KAPRI, INC.	566	7/1/2025	6/30/2030	566	566	566	566	566	566	566	566	566	566	566	566
260	CARNO LAW GROUP	3,028	3/1/2019	5/31/2027	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	0
260	CARNO LAW GROUP	3,028	6/1/2027	5/31/2030	0	0	0	0	0	0	0	0	0	0	0	3,028
300	SERENITY ESCROW, INC.	672	5/1/2025	6/30/2027	672	672	672	672	672	672	672	672	672	672	672	672
301	FAY BLIX	2,312	9/1/2012	10/31/2029	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312
304	AGATHA GLOBAL TECH	614	12/1/2017	11/30/2026	614	614	614	614	614	0	0	0	0	0	0	0
304	AGATHA GLOBAL TECH	614	12/1/2026	11/30/2029	0	0	0	0	0	614	614	614	614	614	614	614
310	Vacant	883			883	883	0	0	0	0	0	0	0	0	0	0
310	Prospect 2	883	9/1/2026	8/31/2029	0	0	883	883	883	883	883	883	883	883	883	883
320	SIGNATURE AMERICA FINANCI	1,218	7/1/2025	6/30/2030	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218
330	Vacant	800			0	0	0	0	0	0	0	0	0	0	0	800
330	CAROLYN BEHRENS	800	6/1/2017	5/31/2027	800	800	800	800	800	800	800	800	800	800	800	0
ECA	Vacant	905			905	905	905	905	905	905	905	905	905	905	905	905

Occupancy Vacancy Report
742 - STD_Rev - 742
CITY OF LAGUNA HILLS
From 07/26 to 06/27

Suite	Lease Name	Square Feet	Rent Start	Physical End Date	07/26	08/26	09/26	10/26	11/26	12/26	01/27	02/27	03/27	04/27	05/27	06/27
Vacant					3,908	4,113	3,230	3,230	3,230	3,230	3,230	3,230	1,662	1,662	1,662	2,462
Occupied SF					48,042	47,837	48,720	48,720	48,720	48,720	48,720	48,720	50,288	50,288	50,288	49,488
Total SF					51,950	51,950	51,950	51,950	51,950	51,950	51,950	51,950	51,950	51,950	51,950	51,950
Occupancy %					92.48%	92.08%	93.78%	93.78%	93.78%	93.78%	93.78%	93.78%	96.80%	96.80%	96.80%	95.26%

THE CITY OF LAGUNA HILLS CIVIC CENTER
2026-2027 BUDGET
MONTHLY OCCUPANCY WORKSHEET

				2026						2027					
	TENANT	ADDR/SUITE	SQ FT	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE
1	Vacant - Measurement Issue	000	905	905	905	905	905	905	905	905	905	905	905	905	905
2	City of Laguna Hills	100	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033	21,033
3	Banc of California	130	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394	2,394
4	County Recorder	150	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769	1,769
5	County Recorder Passport	160	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697	2,697
6	Prospect 1	200	1,568	0	0	0	0	0	0	0	0	1,568	1,568	1,568	1,568
7	Senator Katherin Blakespear	201	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274	1,274
8	Premier Group International	203	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377	1,377
9	Dr. Layla Fijany D.D.S.	205	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348	2,348
10	NYA LLC	210	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987	1,987
11	Lewellen Accountancy	220	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855	1,855
12	Dr. Koorosh Hosn	230	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098	1,098
13	John A. Rosenbaum	250A	205	205	205	205	205	205	205	205	205	205	205	205	205
14	James R. Ferrara	250B	155	155	155	155	155	155	155	155	155	155	155	155	155
15	Alan & Domarina	250C	140	140	140	140	140	140	140	140	140	140	140	140	140
16	Elina Kamrany	250D	205	205	205	205	205	205	205	205	205	205	205	205	205
17	Alan Pace	250E	295	295	295	295	295	295	295	295	295	295	295	295	295
18	Kapri, Inc.	255	566	566	566	566	566	566	566	566	566	566	566	566	566
19	Carno Law Group	260	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028	3,028
20	Serenity Escrow, Inc.	300	672	672	672	672	672	672	672	672	672	672	672	672	672
21	Fay Blix	301	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312	2,312
22	First American Advisors	304	614	614	614	614	614	614	614	614	614	614	614	614	614
23	Prospect 2	310	883	0	0	883	883	883	883	883	883	883	883	883	883
24	Signature America Financial Svc.	320	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218	1,218
25	Carolyn Behrens	330	800	800	800	800	800	800	800	800	800	800	800	800	0
	OCCUPIED SF		**51,398**	**48,947**	**48,947**	**49,830**	**49,830**	**49,830**	**49,830**	**49,830**	**49,830**	**51,398**	**51,398**	**51,398**	**50,598**
	OCCUPANCY %		**100.00%**	**95.23%**	**95.23%**	**96.95%**	**96.95%**	**96.95%**	**96.95%**	**96.95%**	**96.95%**	**100.00%**	**100.00%**	**100.00%**	**98.44%**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 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. Reopen the public hearing continued from the Planning Agency meeting of May 26, 2026;
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:

Conditional Use Permit (CUP) No. USE-0250-2025, an application to establish a veterinary hospital at 25226 Cabot Road) in the Moulton Ranch Center ("Center") was presented at the May 26, 2026, Planning Agency meeting (Attachment 1). During the public hearing, the Planning Agency expressed concerns regarding the exterior pet relief area, duration of time an animal may require medically-necessary boarding, and

potential onsite impacts to neighboring tenants in the commercial center. Furthermore, Shaun Zuo, the Applicant, was unable to attend the public hearing to answer any questions.

To provide City staff and the Applicant the ability to respond to these concerns, the public hearing was continued to the June 9, 2026, Planning Agency meeting.

Discussion:

Exterior Pet Relief Area

Based on previous comments made by the Planning Agency in regard to outdoor pet relief areas for pet-related services, a pet relief area was provided to encourage pet owners to direct their pets to a designated location before entering the Veterinary Hospital, helping to minimize pet waste on sidewalks, within landscape planters, and in other common areas throughout the shopping center. This location was selected because it is highly visible to visitors entering the Center from the west entrance while minimizing site modifications.

The Applicant has additionally proposed window signage at the business frontage directing pet owners to use either the indoor pet relief area or the designated emergency outdoor pet relief area. Directional signage will further guide visitors to the outdoor relief area.

Mulch was selected as the ground cover based on the recommendation of the City's Park Supervisor. Mulch is commonly used in pet relief areas because it absorbs moisture, is easy to maintain, and can be readily replaced. To minimize odors, the area will be cleaned regularly and mulch will be replaced as needed. Additionally, zeolite, a natural non-toxic mineral that traps ammonia and neutralizes odors, will be applied as part of routine maintenance. Conditions No. 23, 24, 25, and 26 in the attached resolution (Attachment 2) are intended to ensure proper maintenance of the pet relief and common areas and minimize impacts.

Medically Necessary Pet Boarding

The Planning Agency requested additional information about the number of pets in the kennel area and the duration of medically-necessary overnight boarding. According to the Applicant, the veterinary hospital would limit the boarding within the kennel area would be two (2) pets at any given time. During the day, the maximum kennel capacity is 15 spaces: 8 dog cages, 1 dog run, and 6 cat cages. The maximum duration of overnight boarding is two (2) days. Generally, longer durations for medical boarding would be deferred to a different medical facility intended to manage more complex

patient care. Overnight stays will be limited strictly to medically-stable, postoperative patients that require strict cage rest, and, in rare situations, when the owner is unable to manage the necessary pet care at home.

The veterinary hospital has established a clear referral protocol for patients requiring continuous intensive care or advanced surgical services. The pets will be referred to nearby 24-hour emergency and specialty veterinary hospitals. The proximity of multiple emergency and specialty facilities allows for quick transfers when needed, and a hybrid approach is offered, with overnight monitoring provided at a 24-hour facility and daytime care continuing at the proposed veterinary hospital during regular business hours. Condition No. 30 has been added to the resolution to address such comments.

Impacts to Neighboring Tenants

The public hearing notice was mailed to all property owners and tenants within a 300-foot radius, and no concerns or objections were received. To ensure neighboring restaurant tenants have no concerns regarding the proposed veterinary hospital, staff has received letters of support and approval from the adjacent tenants, Der Weinerschnitzel and Romano Cucina.

Conclusion:

Staff recommends the Planning Agency approve the proposed conditions of approval, subject to the conditions of approval in the attached resolution (Attachment 2). The proposed Veterinary Hospital complies with the requirements of the LHMC, 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:

A public notice was published in the Saddleback Valley News and mailed to all property owners and tenants within 300 feet of the subject property on May 13, 2026, for the public hearing held at the regularly scheduled Planning Agency meeting on May 26, 2026. The Planning Agency was continued the public hearing to a date certain, June 9, 2026.

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. Planning Agency Staff Report from May 26, 2026
2. Resolution for Approval

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

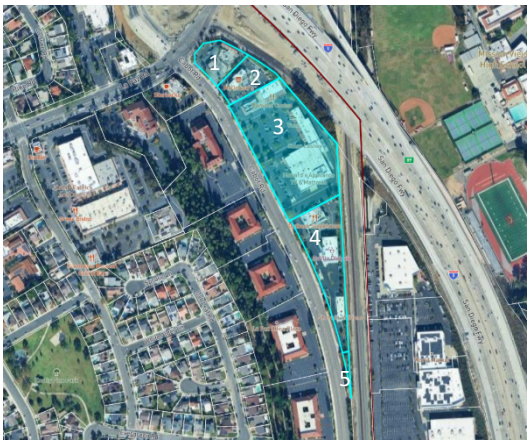
3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0250-2025, a request by Shawn Zuo on behalf of Alliance Vet, for Approval of a Veterinary Hospital in an existing 2,308 square-foot tenant space 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 B) 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. 29 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 B). 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 on-site 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 LHMC 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 LHMC, 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.

Attachments:

Attachment A- Proposed Resolution of Approval
Attachment B- 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 as prescribed by law and continued the public hearing to June 9, 2026; and

WHEREAS, on June 9, 2026, the Planning Agency held a continued public hearing and considered additional 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. 28 and 29 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 29), that boarding of animals is prohibited unless necessary (Condition 30), and that the property must be kept in a condition that meets property maintenance standards identified in the Laguna Hills Municipal Code (Condition 26). 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 for veterinary hospital patients in the adjacent landscape buffer that shall be regularly cleaned and maintained. The area shall include a properly stocked waste bag dispenser and receptacle. The operator shall ensure that odors are minimized to the furthest extent possible. The mulch ground cover shall be treated with a bio-enzymatic neutralizing odor treatment during regular maintenance and be periodically replaced.

24. Directional and informative signage shall be posted in visible areas to inform pet owners of the outdoor pet relief area.

25. If at any time in the future the City is in receipt of substantiated complaints, concerns, or problems, including undisposed waste or smells emanating from the pet relief area, the Director shall require the Applicant to immediately resolve and remedy identified issues and submit a new pet relief management plan for review and approval by the Director.

26. The veterinary hospital and its adjacent surrounding area 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.

27. 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.

28. 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.

29. 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.

30. Non-medical, commercial animal boarding and daycare services are prohibited. Overnight boarding shall be limited to a minimal number of animals and short-term stays that are medically necessary for the provision of veterinary care, including post-operative monitoring, treatment, or other veterinarian directed medical supervision. Animals requiring extended hospitalization or long-term boarding shall be referred to an appropriate veterinary facility equipped to provide ongoing care. 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 of boarded animals shall be maintained and made available to the City upon request.

31. 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.

32. 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 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
KAREN HAMMAN, INTERIM CITY CLERK

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Chair and Agency Members
From: Talia Markison, Assistant Planner
Jennifer Lowe, Community Development Director
Issue: Conditional Use Permit (CUP) No. USE-0255-2026, a request by Daniel Ho, on behalf of Ronald Reagan Secondary School, for Approval of a Private High School Located at 23293 South Pointe Drive

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-0255-2026, a request by Daniel Ho, on behalf of Ronald Reagan Secondary School, for Approval of a private high school in an existing 7,466 square-foot tenant space located at 23293 South Pointe Drive, 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 Plaza Pointe Center ("Center") is a commercial office center located within the Mixed Use (MXU) zoning district. The property is approximately 0.580 acres (25,265 square feet) and includes one of nine buildings located within the Center. The existing occupancy mix within the Center is office, medical office, service use, and community

care use. The parcels within the Center share landscaping, parking, and vehicle circulation. The site is currently developed with a one-story, approximately 7,466-square-foot office building. The property is situated with direct access from South Pointe Drive. The subject property, located at 23293 South Pointe Drive, is attached to another building at 23297 South Pointe Drive.

Figure 1 - Site Aerial

Figure 2 - Vicinity Aerial

Authority:

Laguna Hills Municipal Code ("LHMC") Chapter 9-30 (MXU Mixed Use District) requires a conditional use permit ("CUP") for a private school. 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 Mixed-Use zoning district, and consistency with the City's General Plan. These findings are listed in the proposed Resolution of Approval (Attachment 1).

Proposal & Analysis:

The property owner, MSS Properties Special Purpose II LLC, has authorized the Applicant, Daniel Ho, to submit an application for approval of Conditional Use Permit USE-0255-2026 for the Ronald Reagan Secondary School, a private high school within

an existing 7,466 square-foot tenant space at 23293 South Pointe Drive (“Project”).

The private high school would be the sole tenant in the building. The building floor plan (Attachment 3) shows that the tenant space includes classrooms, offices, a computer lab, a music room, and an art room. No interior or exterior modifications are proposed other than a wall sign which will be reviewed and submitted under a separate building permit. All activities of the proposed private high school will be conducted entirely within the tenant space as required under LHMC Section 9-56.020 and Condition of Approval No. 25 in the attached resolution.

The private high school provides a comprehensive academic curriculum, including programs and workshops focused on advanced educational achievement. The accredited school offers Advanced Placement (AP) courses, college-credit opportunities, and specialized programs, including "UC Train," which is designed to support admission to the University of California system. Additional programs, such as robotics and coding courses, are offered during the summer. In addition to its core academic curriculum, the school features an arts conservatory program with a focus on music, art, and design. Unlike a traditional high school, the school also offers online courses and emphasizes accelerated and advanced learning opportunities. The school features small class sizes, with a maximum of 12 students per class, allowing for a more individualized learning environment with increased student-teacher engagement. Annual tuition is estimated at approximately $35,000. The school is proposed to serve up to a maximum of 40 students in grades 9 through 12, ranging in age from 14 to 19 years old, with a student body that may include up to 40 percent international enrollment. The school will employ a maximum of 11 teachers and staff members.

The proposed private high school will operate Monday through Friday from 7:30 a.m. to 6:00 p.m. Regular classroom instruction will occur between 8:00 a.m. and 2:00 p.m., followed by an after-school program that provides students with an opportunity to complete homework and participate in supervised academic activities before departing for the day. The school will be open to students for 10 months of the year, from August 13, 2026, through May 20, 2027. Additionally, the school will offer a short summer program from July 5 through July 24, 2027. The school will offer recreational activities using the facilities at the Woodbury Community Center in Irvine. No gym or sports activities will be provided on site with the exception of dance classes being provided in one of the classrooms. Overnight dormitory stays are not permitted as required in Condition No. 27 in the draft resolution. Lunch operations are limited to a 40-minute lunch period, and the school contracts with nearby restaurants to provide lunch box deliveries during lunchtime. Students are not permitted to leave campus without authorization.

Parking Analysis

The total tenant space for the proposed private high school is 7,466 square feet. According to LHMC Table 9-44.A, the parking requirement for 'High School' is 1.5 parking stalls per classroom, plus one stall per three students based on maximum student capacity. The proposed private high school will include 8 classrooms and have a maximum capacity of 40 students. Therefore, the proposed private high school has a parking requirement of 25 parking stalls.

On the subject parcel for the private high school, 31 parking spaces are striped within the property lines. The private high school will be the sole occupant of 23293 South Pointe Drive. As part of the original approval, the Center has a private reciprocal parking agreement amongst the property owners. The City recognizes the Center as one cohesive office park as indicated on the Vicinity Map, above. The Center as a whole provides 258 parking stalls.

The previous use of the subject tenant space was a medical office, USE-0085-2022, that required 27 stalls at the medical office parking rate of 1 parking stall per 150 square feet of gross floor area. The total number of required stalls for the proposed use would equate to 25, which is less intensive than the previous approved use which required 27 parking stalls. Additionally, it is expected that most of the students will be dropped off rather than driving to school with further decreases parking demand. 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 (Attachment A). The proposed private high school complies with the requirements of the LHMC, MXU zoning district and with the requirements of the General Plan Land Use Element. Conditions of Approval have been included in the Resolution to ensure the proposed private high school complies with the LHMC and does not adversely impact adjacent uses. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Mixed Use designation. Therefore, Staff recommends approval of CUP No. USE-0255-2026.

Public Notice:

The proposed project was advertised in an adjudicated newspaper of general circulation on May 14, 2026. A total of 108 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. Resolution of Approval
2. Applicant Letter of Explanation
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-0255-2026, A REQUEST BY DANIEL HO ON BEHALF OF RONALD REAGAN SECONDARY SCHOOL TO ESTABLISH A PRIVATE HIGH SCHOOL IN AN EXISTING 7,466 SQUARE FOOT TENANT SPACE LOCATED AT 23293 SOUTH POINTE DRIVE, 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, Daniel Ho on behalf of Ronald Reagan Secondary School ("the Applicant") has filed an application for Conditional Use Permit (CUP) No. 0255-2026 to establish a private high school in an existing 7,466 square foot tenant space located at 23293 South Pointe Drive in the (MXU) Mixed Use 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 June 9, 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-0255-2026 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 Mixed-Use district for a variety of goods and services can be obtained within an overall planned environment. Appropriate uses identified in the Mixed-Use designation include administrative and professional uses, institutional and government uses, business support uses, and personal services. The proposed private high school is intended to provide an education institution to the community and is compatible and consistent with the General Plan's description of the desired uses in the Mixed-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 subject property is located within the Mixed Use (MXU) zoning district. All development within this zoning district is subject to the development standards as detailed in the Laguna Hills Municipal Code Chapter 9-30 MXU Mixed Use District and Chapter 9-92 Application Process and Submittal Requirements. The proposed private high school would fully occupy an existing building within the Plaza Pointe Center, which currently consists of a mix of office, medical, community care, and service uses. With approval of the recommended conditions of approval, the proposed private high school's operations, hours of business, number of patients, and parking will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

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.

   The Project site is approximately 0.580 acres (25,265 square feet) and is 1 of 9 parcels that comprise the commercial center identified as Plaza Pointe Center. The proposed private high school would fully occupy and be the sole tenant of an existing office building. No exterior improvements are proposed for the project. Furthermore, the building was previously occupied by a medical use; the proposed high school use is considered less intensive regarding daily operations, traffic, and parking. Furthermore, the building is physically suited to accommodate the classrooms, activity rooms, and offices needed for the proposed high school. Conditions of approval have been incorporated in this resolution to ensure the proposed private high school will be integrated and be compatible with the existing and planned uses in the vicinity.

4. All required development standards prescribed by the Development Code can be achieved.

   The subject property is typical of commercial centers and business parks in the MXU district with regard to the building type and mixture of permitted tenant uses, including offices, industrial, and commercial uses. No exterior construction is proposed nor changes the existing site plan, and the proposed private high school will maintain existing site conditions and meets all applicable development standards required by LHMC Sections 9-30 and 9-64.

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 of approval are included to ensure the proposed private high school is compatible with adjacent or abutting uses and the preservation of the public peace, safety, and welfare. Specifically, the Project is conditioned to address the onsite operations and use of common areas, transportation of students to and from the facility, and property maintenance standards. The intent of the conditions are to ensure the use is compatible and adequate parking is maintained in a manner that limits impact.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. USE-0255-2026 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: Daniel Ho on behalf of Ronald Reagan Secondary School, 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-0255-2026, 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. Relocation, alteration or addition to any use, structure, feature or material not specifically approved shall require an amendment to the approved plans unless the Community Development Director determines such modifications are minor and consistent with the spirit and intent of the original approving action, and that the action would have been the same for the modifications as for the approved plans. The

Community Development Director may approve such minor modifications in accordance with LHMC Chapter 9-92.

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 February 13, 2026), letter of justification (dated February 13, 2026), Site Plan/Floor Plan (dated February 13, 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 June 9th, 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. Hours of operation shall be limited to the hours of Monday through Friday, from 7:30 a.m. to 6:00 p.m., which includes regular classroom instruction from 8:00 a.m. and 2:00 p.m., followed by an after-school program that provides students with an opportunity to complete homework and participate in supervised academic activities. Requests to change the hours of operation shall be submitted to the Community Development Director ("Director") for review and approval.

21. Delivered materials shall be promptly stored entirely within the high school tenant space. No equipment or materials shall be permitted to remain outdoors at any time.

22. The high school 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.

23. 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.

24. All business activities shall comply with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24) at all times.

25. All business activities shall be conducted entirely indoors and exterior doors will not be propped open except momentarily for students drop off or pick up and similar business operations. No business operations shall be permitted to occur outside.

26. 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.

27. The private high school shall be limited to educational use only. No dormitory use shall be permitted.

28. The pick up and drop off of students shall only occur in open parking spaces and shall not occur in drive aisles or impede through traffic.

29. The school shall prohibit students from congregating in surrounding business areas, sidewalks, parking lots, or other public spaces before, during, and after school hours. Students shall not remain off campus for prolonged periods without authorization or supervision from school staff.

30. The total maximum enrollment shall not exceed 40 students at any given time. Requests to change the maximum student enrollment shall be submitted to the City for review and approval.

PASSED, APPROVED AND ADOPTED this 9th day of June 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 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
KAREN HAMMAN, INTERIM CITY CLERK

Ronald Reagan Secondary School

23293 S. Pointe, Laguna Hills, CA 92653 Telephone: 949-946-7777

www.reaganSecondary.us

May 12, 2026

Planning Department
City of Laguna Hills

Subject: Justification Letter for Office Use Permit at 23293 S. Pointe (revised)

Dear Planning Commission,

This letter serves as a formal justification for the requested office-use permit for the property at **23293 S. Pointe**. We have included all requested materials in our application per the Planning Application Submittal Checklist.

1. **Description of Proposed Use**

   Ronald Reagan Secondary School requests to utilize the above-mentioned premises, which is approximately 7,466 Sq. Ft., for professional office use as a high school. The offices will serve as administrative offices, classrooms, rooms for special functions such as computer, arts, music, and library, and conference rooms for high school educational activities.

2. **Consistency with Zoning and Land Use**

   The proposed project is designed to comply with the applicable zoning and land-use designations, namely Industrial/Commercial/Mixed-Use. The site is suitable for this purpose, as it occupies an existing office building and meets established size requirements. It will not cause negative impacts because operations are strictly indoor, low-traffic, and conducted during normal business hours. There was a college in the adjacent building on the same complex previously.

3. **Parking and Traffic Impact**

   The school will operate from 8 AM to 6 PM, Monday-Friday, for approximately 183 school days a year and is expected to experience lower traffic volume, as most students will be dropped off rather than driving to school. The site offers 31 parking spaces, sufficient for 11 staff and teachers and up to 40 students. No significant increase in traffic or parking demand is expected in the surrounding area.

Ronald Reagan Secondary School

23293 S. Pointe, Laguna Hills, CA 92653 Telephone: 949-946-7777

4. **Neighborhood Compatibility**

   The school will maintain a professional environment that is compatible with nearby businesses and residential zones. No external alterations are required, and the site complies with safety codes, posing no risk to the community.

5. **What is the age of students? 9-12 grade? Any age minimums/maximums?**

   The age range of our students is from 14 to 19.

6. **Operation hours were stated to be 8am-6pm, but the website mentions classes will begin at 7:50am. Please provide the complete hours of operation.**

   The school's operation hours have been updated to 7:30 am to 6:00 pm.

7. **What months of the year will be the school be open? Please include summer programs if offered. You may include an academic calendar if available.**

   Please see the attachment.

8. **How and where will students take breaks such as lunch hour? Will food be provided? Will be students leave the campus?**

   Lunch hour is 40 minutes, and lunch is included in tuition. The school contracts with nearby restaurants to deliver lunch boxes at lunchtime. Students are not allowed to leave campus without permission.

9. **Conclusion**

   The proposed office use will bring a positive We respectfully request approval of this permit. Thank you for reviewing this application.

Sincerely,

Daniel Ho

Daniel Ho
Chairman, Board of Directors

C2

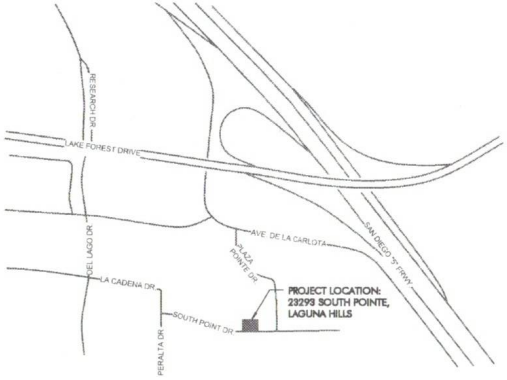
OCCUPANCY SEPARATION PLAN for:
Ronald Reagan Secondary Sch
LAGUNA HILLS, CA.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
2. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
3. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
4. ALL WORK SHALL CONFORM TO THE STANDARDS OF THE MOST CURRENT EDITIONS OF APPLICABLE CODES.
5. OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS SHALL BE COMPLIED WITH.
6. OCCUPATIONAL SAFETY & HEALTH: THESE DOCUMENTS, AND THE JOINT AND SEVERAL PHASES OF OF CONSTRUCTION HEREBY CONTEMPLATED ARE TO BE GOVERNED, AT ALL TIMES, BY APPLICABLE PROVISIONS OF THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT, CAL/OSHA.
7. WHERE ANY CONFLICT OCCURS BETWEEN THE REQUIREMENTS OF FEDERAL, STATE, AND LOCAL LAWS, CODES, ORDINANCES, RULES AND REGULATIONS, THE MOST STRINGENT SHALL GOVERN.
8. A.S.T.M. SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
9. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC.
10. CONTRACTOR AT HIS OWN EXPENSE SHALL ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE FIELD LAYOUT OF BUILDING ELEMENTS.
11. THE DESIGN, ADEQUACY AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, AND SCAFFOLDING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
12. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOFS. LOAD SHALL NOT EXCEED THE DESIGN LOADING FOR THE SUPPORTING MEMBERS.

    DESIGN LIVE LOADS:
    ROOFS: 20 PSF REDUCED
    FLOORS: 40 PSF
    BALCONY: 60 PSF

13. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL AND RUBBISH CAUSED BY HIS EMPLOYEES OR WORK, OR THE EMPLOYEES OR WORK OF ANY SUBCONTRACTOR. AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN THE INSIDE AND OUTSIDE OF THE STRUCTURE, INCLUDING ALL FIXTURES, EQUIPMENT, WALLS, CEILINGS, FLOORS, AND HARDWARE. ALL DEBRIS, RUBBISH, AND WASTE OR SURPLUS MATERIAL SHALL BE REMOVED FOR THE OWNER'S PROPERTY.



NORTH

VICINITY MAP
NO SCALE

DISCHARGE OF POLLUTANTS

THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BYPRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GENERATED ON CONSTRUCTION SITES, OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED ONTO ANY STREET, GUTTER, OR STORM DRAIN SYSTEM.

DEFERRED SUBMITTAL:

OCFA APPROVED FIRE SPRINKLER PLANS TO PROVIDE FIRE SPRINKLER PROTECTION THROUGHOUT BUILDING (OCFA PC#195460, SUBMITTED TO OCFA 11/25/14)

FIRE DEPARTMENT NOTES:

FLAMMABLE STORAGE

1. STORAGE OF FLAMMABLES AND COMBUSTABLES SHALL COMPLY WITH 2013 CALIFORNIA FIRE CODE AND NATIONAL FIRE CODE REQUIREMENTS.
2. INSTALL PORTABLE FIRE EXTINGUISHERS IN ACCORDANCE WITH 2013 CALIFORNIA FIRE CODE REQUIREMENTS.

PORTABLE FIRE EXTINGUISHERS

1. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN ALL BUSINESSES AND LOCATIONS AS SET FORTH IN SECTION 906 OF THE 2013 CALIFORNIA FIRE CODE.
2. PORTABLE FIRE EXTINGUISHERS LOCATED IN GENERAL OFFICE AND MERCANTILE AREAS SHALL BE PROVIDED WITH A MULTIPLE-PURPOSE DRY CHEMICAL AGENT THAT PROVIDES A MINIMUM RATING CLASSIFICATION OF 2A-10B:C.
3. THE MAXIMUM TRAVEL DISTANCE TO A PORTABLE FIRE EXTINGUISHERS WITHIN GENERAL OFFICE AND MERCANTILE AREAS SHALL NOT EXCEED 75-FEET. EXTINGUISHERS SHALL BE LOCATED ADJACENT TO EMERGENCY EXITS WHERE POSSIBLE.
4. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED ON THE HANGERS PROVIDED OR WITHIN AN APPROVED STORAGE CABINETS. CABINETS HOUSING EXTINGUISHERS SHALL NOT BE LOCKED UNLESS THEY ARE PROVIDED WITH A MEANS OF EMERGENCY ACCESS.
5. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED SO THAT THE TOP OF THE EXTINGUISHER IS NO MORE THAN 5 FEET, AND NO LESS THAN 3 FEET ABOVE THE FLOOR. PORTABLE FIRE EXTINGUISHERS HAVING A GROSS WEIGHT GREATER THAN 40 POUNDS SHALL BE SO INSTALLED THAT THE TOP OF THE EXTINGUISHER IS NOT MORE THAN 3-FEET, 6-INCHES FROM THE FLOOR.
6. PORTABLE FIRE EXTINGUISHERS MOUNTED IN CABINETS OR ON BRACKETS SHALL BE PLACED IN SUCH A MANNER SUCH THAT THE EXTINGUISHER OPERATING INSTRUCTIONS FACE OUTWARD.
7. PORTABLE FIRE EXTINGUISHERS SHALL NOT BE OBSTRUCTED OR OBSCURED FROM VIEW. IN LARGE ROOMS, AND IN CERTAIN LOCATIONS WHERE VISUAL OBSTRUCTION CANNOT COMPLETELY BE AVOIDED, AN APPROVED SIGN, WHICH STATES FIRE EXTINGUISHER, SHALL BE LOCATED ABOVE THE EXTINGUISHER.
8. PORTABLE FIRE EXTINGUISHERS INSTALLED SHALL HAVE A SERVICE TAG, AND INTERNAL MAINTENANCE TAG AFFIXED TO THEM FROM A CALIFORNIA STATE FIRE MARSHAL REGISTERED FIRE EXTINGUISHER CONCERN PRIOR TO FINAL OCCUPANCY APPROVAL BY THE FIRE DEPARTMENT. FIRE EXTINGUISHERS SHALL BE SERVICED ON AN ANNUAL BASIS IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 19.

SHEET INDEX

SHEET	SHEET DESCRIPTION
T1	TITLE SHEET, SHEET INDEX, VICINITY MAP, PROJECT DATA, GENERAL NOTES
C1	SITE PLAN, NOTES
A1	FLOOR PLAN, ELEVATIONS, NOTES
A2	BUILDING SECTIONS, DETAILS, NOTES
A3	SUSPENDED CEILING, MISC NOTES
ADA1	ADA SITE PLAN, ACCESSIBLE PATH OF TRAVEL, FLOOR PLAN, DETAILS, NOTES
ADA2	ADA CONSTRUCTION /FINISH DETAILS, NOTES
FP	FIRE PROTECTION FLOOR PLAN, NOTES, DETAILS (General Reference only - Not for Construction)

CODE REQUIREMENTS

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:

2013 CALIFORNIA BUILDING CODE (CBC) -
2013 CALIFORNIA RESIDENTIAL CODE (CRC)
2013 CALIFORNIA MECHANICAL CODE (CMC) -
2013 CALIFORNIA PLUMBING CODE (CPC) -
2013 CALIFORNIA ELECTRICAL CODE (CEC) -
2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBS)
2013 CALIFORNIA ENERGY EFFICIENCY STANDARDS (CEES)
CITY OF LAGUNA HILLS, CA. LOCAL ORDINANCES
ALL APPLICABLE FEDERAL AND LOCAL LAWS AND REGULATIONS

PROJECT DATA

CURRENT OWNER: MMS PROPERTIES SPECIAL PURPOSE II LLC
(MICHAEL SUMMERS)
652.4 FREMONT CIR.
HUNTINGTON BEACH, CA. 92648

PROJECT ADDRESS: 23293 SOUTH POINT
LAGUNA HILLS, CA. 92653

LEGAL DESCRIPTION:
PARCEL 4 IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 130, PAGE 39 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA

ASSESSOR'S PARCEL NUMBER(S):
588-112-11

ZONE: MXU

OCCUPANY TYPE: B - OFFICE / R-2

CONSTRUCTION TYPE: V-B - FIRE SPRINKLER SYSTEM THROUGHOUT
ALLOWABLE AREA: 9,000 SF

SITE SIZE: 16553 SF
OCCUPANCY SQUARE FOOTAGE: 7466 SF

PROJECT DESCRIPTION: EXTEND HEIGHT OF EXISTING PARTITIONS FROM CURRENT HEIGHT TO BOTTOM OF ROOF SHEATHING TO FORM CODE-COMPLIANT 1-HOUR FIRE RATED PARTITION SEPARATION BETWEEN OCCUPANCIES AND USES. MODIFIY EXISTING T-BAR CEILINGS AS REQUIRED BY WALL MODIFICATIONS. INSTALL FIRE RATED CAULKING/FIRE DAMPERS AS REQUIRED BY CBC/CFC FOR PENETRATIONS OF FIRE PARTITIONS. UPGRADE DOORS AS NEEDED TO LABELED 1-HOUR ASSEMBLIES.

INSTALL CODE COMPLIANT FIRE SPRINKLER SYSTEM THROUGHOUT BUILDING

PARKING REQUIREMENTS: 7466 SF / 400 = 18.66 = 19 SPACES
PARKING SPACES PROVIDED ON PARCEL: 30

APPROVALS:

REVISIONS:
PC CORRECTIONS 12/3/14
PC CORRECTIONS 12/22/14

JOB LOCATION:
23293 SOUTH POINTE DRIVE
LAGUNA HILLS, CA 92653

COMMERCIAL OCCUPANCY SEPARATION PLAN for:

MUIR
architects
a.i.a
34167 PACIFIC COAST HWY
SUITE E
DANA POINT, CA. 92629
949-496-7030
FAX: 949-496-7222

JOB NO:	ACAMB-LH	SHEET
DATE:	8/2/14	T1
DRAWN:	GNM	
CHECKED	GNM	

C:\ CURRENT CLIENTS DRAWINGS\AMERICARE - LAGUNA HILLS - INTERIOR SLEEPING-FIRE SPRINKLER\ - REVIT - LAGUNA HILLS\AMERICARE - LAGUNA HILLS OCCUPANCY SEPARATION PLAN - PC CORRECTIONS - DECEMBER 23 2014.rvt 12/2015 10:03:37 PM

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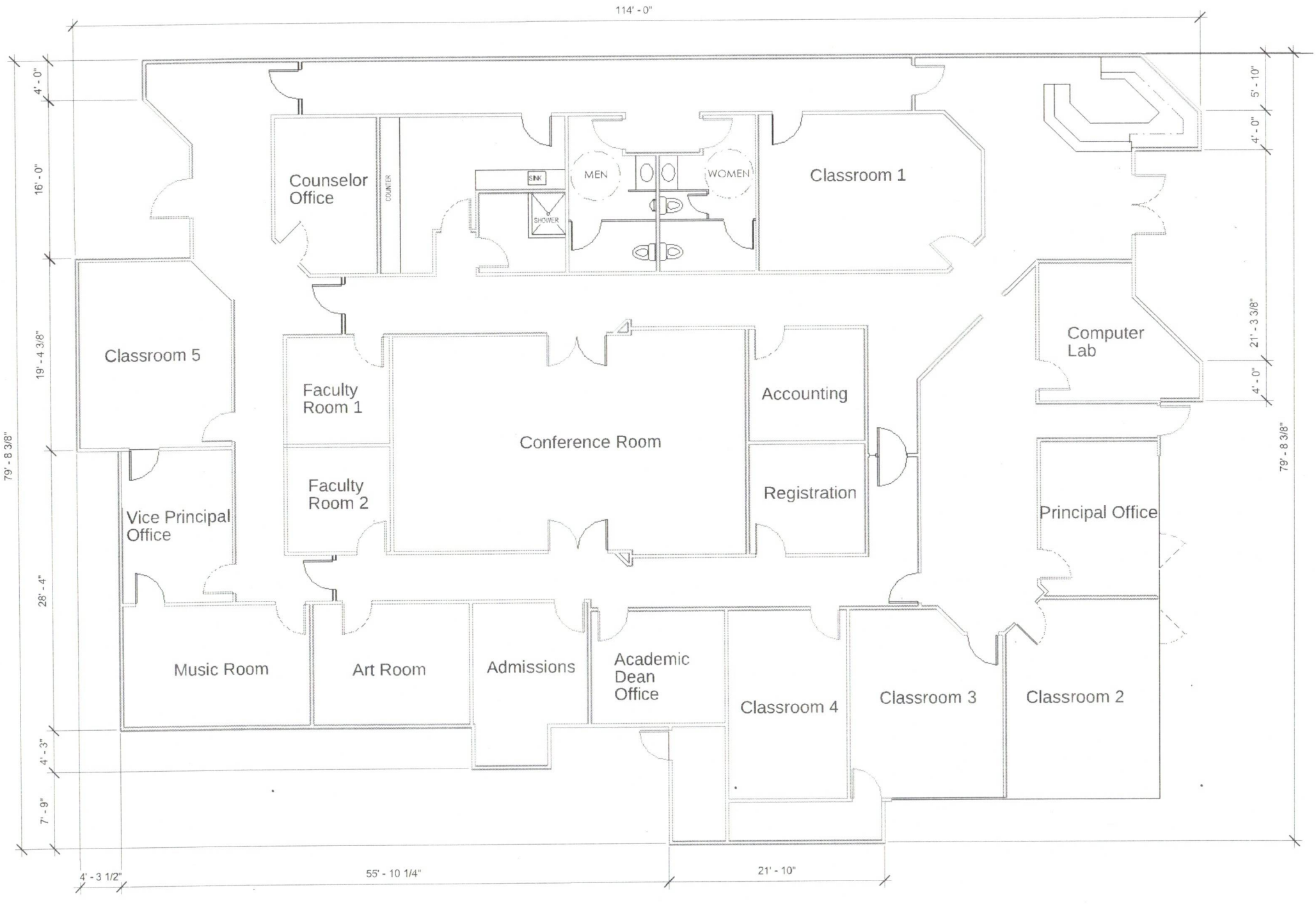
114' - 0"
4' - 0"
16' - 0"
19' - 4 3/8"
28' - 4"
4' - 3"
7' - 9"
79' - 8 3/8"
5' - 10"
4' - 0"
21' - 3 3/8"
4' - 0"
79' - 8 3/8"
4' - 3 1/2"
55' - 10 1/4"
21' - 10"
Counselor Office
COUNTER
SINK
SHOWER
MEN
WOMEN
Classroom 1
Classroom 5
Faculty Room 1
Faculty Room 2
Conference Room
Accounting
Registration
Computer Lab
Vice Principal Office
Principal Office
Music Room
Art Room
Admissions
Academic Dean Office
Classroom 4
Classroom 3
Classroom 2

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 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:

This item was continued from the May 26, 2026, City Council Regular Meeting to the June 9, 2026, City Council Regular Meeting.

During the May 26, 2026, Regular City Council Meeting, Council Member Wheeler requested several revisions to proposed City Council Policy No. 128: Disruption of Telephonic or Internet Service During Public Meetings. The City Attorney reviewed the requested revisions and revised the proposed Policy to incorporate many of the suggestions.

History of SB 707:

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.

Compliance Plan:

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 Requirements:

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 Requirements:

Although not included the proposed technology disruption policy, City staff is also providing, for informational purposes only, these changes in law that were also included in SB 707:

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.

Eligible subsidiary bodies: 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 a separate City Council Resolution. City staff is not recommending inclusion of eligible subsidiary bodies in the proposed technology disruption policy.

Conclusion:

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 City Council meetings occurring in person, telephonically, and via Zoom. Accordingly, Staff recommends adopting City Council Policy No. 128 by Resolution.

Fiscal Impact:

Attachments:

1. Proposed Revised City Council Policy No. 128 - Clean Version
2. Proposed Revised City Council Policy No. 128 - Track Changes Version
3. Proposed Resolution Establishing Technology Disruption Policy

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, Information Technology Administrator, 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 Presiding Officer, Information Technology Administrator, or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer shall 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 shall reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by majority 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 shall continue the open session despite the fact that remote access services have not been restored.

Work may proceed on resolving the problem concurrent with continuing the meeting.

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 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, Information Technology Administrator, 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 Presiding Officer, Information Technology Administrator, or Clerk shall immediately announce the disruption to the public.
2. The Presiding Officer ~~may~~ shall 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~~ shall reconvene and:

1. Adjourn the meeting; or
2. Continue the meeting in open session by adopting, by majority 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~~ shall continue the open session despite the fact that remote access services have not been restored.

Work may proceed on resolving the problem concurrent with continuing the meeting.

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

RESOLUTION NO. 2026-06-09-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 9th day of June, 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. 2026-06-09-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9th day of June 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____
KAREN HAMMAN, INTERIM CITY CLERK

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: June 9, 2026
To: Mayor and Council Members
From: Karen Hamman, 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.

Orange County Fire Authority Board of Directors
Council Member Sweeney
May 28, 2026

Orange County Library Advisory Board
Council Member Wheeler
May 28, 2026

Attachments:
None